

AGENDA

COMMITTEE ON ADMINISTRATION/INFORMATION SYSTEMS

March 19, 2013
Aldermen Greazzo, O'Neil,
Shea, Katsiantonis, Gamache

6:00 p.m.
Aldermanic Chambers
City Hall (3rd Floor)

1. Chairman Greazzo calls the meeting to order.
2. The Clerk calls the roll.
3. Banner application submitted by Families in Transition for Elm and Kelley Streets for a two-week period from April 18, 2013 through May 2, 2013.
(Note: The insurance certificate and an illustration of last year's banner are attached.)
Gentlemen, what is your pleasure?
4. Request from NH Fisher Cats and Clear Channel Radio for a waiver of license and permit fees totaling \$500.00.
Gentlemen, what is your pleasure?
5. Communication from the Chamber of Commerce regarding a plaque given to the City by the Manchester, UK delegation.
Gentlemen, what is your pleasure?
6. Ordinance amendment submitted by the Police Department to ordinance section 70.40 Towing, by increasing the fees associated with vehicles towed without the consent or authorization of the owner/operator of the vehicle.
Gentlemen, what is your pleasure?

7. Communication from James Burkush, Fire Chief, requesting permission to issue the proposed RFP for ambulance service.
Gentlemen, what is your pleasure?
8. Communication from Normand Lavigne regarding the Cruising Downtown Car Show event.
Gentlemen, what is your pleasure?
9. A request to discuss the denial of consideration as a towing contractor with the City.
(Note: Communication from the Police Department is attached.)
A motion would be in order to enter non-public session under the provisions of RSA 91-A:3(II)(c).
A roll call vote is required on the motion.

TABLED ITEMS

(A motion is in order to remove any item from the table.)

10. Presentation by Robert Cote, President of Brattle Consulting Group, Inc., regarding SubItUp.com and its impact on the Manchester Police Department.
(Note: Retabled on 8/30/2010; Police Department to evaluate through December 2010. Originally tabled 4/20/2010.)
11. Communication from Mayor Gatsas regarding water shutoff for non-payment of EPD bills.
(Note: Tabled 9/18/2012; City Solicitor to research NH RSAs.)
12. Communication from Mayor Gatsas requesting closing Hanover Street from the Citizens Bank alley entry to Elm Street on Thursdays for the Farmer's Market.
(Note: Tabled 1/15/2013)

13. Communication from Timothy Soucy, 239 Wells Street, regarding an amendment to zoning ordinance 8.08 Agriculture and livestock.
(Note: Tabled 9/18/2012; Information and a draft ordinance revision have been submitted by the Planning & Community Development Director.)
14. If there is no further business, a motion is in order to adjourn.



MUNICIPAL BANNER APPLICATION

Office of the City Clerk/ One City Hall Plaza/ Manchester, NH 03101/ 603-624-6455

Name of Event: Cinco de Mayo Celebration

Name of Sponsoring Organization: Families in Transition

Contact Person for Event: Lauren Suprenant

Contact's Phone: (603) 641-9441

Contact's Email (optional): lsuprenant@fitnh.org

Date of Event: 05/02/2013

Time period requested for banner exposure: 2 weeks (4/18/13 - 5/2/13)

Number of cross-street banners: 2 (Elm Street and Kelley Street)
(maximum of 2 at any given time)

Location of banner(s):

<i>Office Use Only</i>	
Date Received:	<u>2/5/13 MC</u>
Committee Review:	_____
Committee Action:	_____
Insurance Carrier:	_____
Fee Submitted:	_____

Elm Street \$500.00

Hanover Street \$125.00

Kelley Street \$125.00

In the area below illustrate (or attach to this application) **exactly** how your banner will appear:

Attached is the illustration of last year's banner. The two banners (4'x45' and 4'x25') will look the same with updated event information. A final version will be submitted prior to.

Signature of responsible party indicating that you have read the City of Manchester Municipal Banner Policy:


Name: Jennifer Atorich Date: 2/5/13

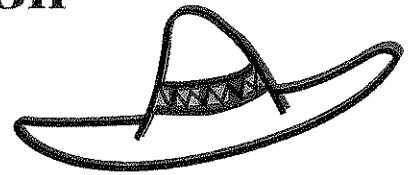


cinco de mayo celebration

Thursday, May 5

**food • fun • entertainment
for a great cause!**

food provided by 



information @ www.fitnh.org/cinco

Client#: 53565

FAMIL6

ACORDTM**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

02/07/13

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Davis Towle Morrill & Everett 115 Airport Road P O Box 1260 Concord, NH 03302-1260		CONTACT NAME: PHONE (A/C, No, Ext): 603 225-6611 FAX (A/C, No): 603-225-7935 E-MAIL ADDRESS:	
INSURED Families in Transition, Inc 122 Market St Manchester, NH 03101		INSURER(S) AFFORDING COVERAGE INSURER A : Philadelphia Insurance Co. INSURER B : Wesco Insurance Company INSURER C : INSURER D : INSURER E : INSURER F :	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		PHPK961287	01/01/2013	01/01/2014	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$3,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		PHPK961287	01/01/2013	01/01/2014	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB EXCESS LIAB <input type="checkbox"/> OCCUR DED <input checked="" type="checkbox"/> RETENTION \$10000		PHUB406925	01/01/2013	01/01/2014	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	WWC3047690	01/01/2013	01/01/2014	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

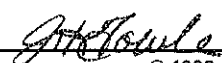
City of Manchester is included as additional insured on the General Liability for the Cinco de Mayo cross street banner.

CERTIFICATE HOLDER**CANCELLATION**

City of Manchester
1 City Hall
Manchester, NH 03101

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

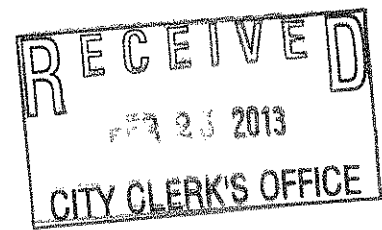
AUTHORIZED REPRESENTATIVE



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OFFICE OF THE CITY CLERK
One City Hall Plaza
Manchester, NH 03101
Tel: (603) 624-6348 Fax: (603) 624-6481



February 25, 2013

Heather Freeman
Assistant City Clerk
Office of the City Clerk
One City Hall Plaza
Manchester, NH 03101

RE: Skyshow / Memorial Day Activities May 26th, 2013. Arms Park.

Asst. Clerk Freeman,

Please find attached to this letter, a request for waiver of fees for the "Skyshow" event scheduled on May 26th, 2013 at Arms Park, Manchester NH. This request for waiver of fees is submitted on behalf of the New Hampshire Fisher Cats.

This request is for the waiver of "licensing and permitting fees" only, and should this request be granted, the motion should reflect, licensing and permitting fees incurred by the Office of the City Clerk –ONLY. The fee's associated with this event as described, is as follows:


\$300.00 Fair Permit /License

\$200.00 Noise Permit / Live outdoor entertainment.

Total: \$500.00

Additionally, please find enclosed correspondence from the Manchester Community Health Center, who has initially reserved this park and date for their annual event. They are currently working with the New Hampshire Fisher Cats and are willing to conditionally surrender the reserved date and make this a joint "family venture".

Should you or the committee have any questions or concerns, the New Hampshire Fisher Cats and the Manchester Community Health Center, can be available with notice.


Jeffrey A. Bolduc
Inspector-Licensing

Cc; Kevin Kincaid
Matthew Normand

Shaun Meredith
New Hampshire Fisher Cats
Director of Facilities and Turf
603-765-6703
smeredith@nhfishercats.com
2/22/2013

To:
Mathew Normand, City Clerk, Manchester, NH

On May 26, 2013, the New Hampshire Fisher Cats and Clear Channel Radio would like to host the event called "Sky Show" in the parking lot location of Arms Park in downtown Manchester.

The Fisher Cats and Clear Channel Radio have invited the Manchester Community Health Center to participate in Sky Show. The organization's Rubber Duck Races on the Merrimack will be hosted throughout the Sky Show to raise needed funds and awareness in support of the Manchester Community Health Center.

The event features multiple musical acts and bands playing throughout the day on a stage at the southern end of Arms Park. We will also host a variety of vendors who will be selling their food and/or products during the event. At the conclusion of the musical acts, a fireworks show will be displayed from the Bridge Street bridge.

This is a ticketed event with exterior fencing around the entire park to prohibit re-entry into the venue.

With the approval of the Planning & Community Development Department, City Health Department, Police and Fire Departments, and Parks & Recreation and Highway Departments, we feel this family-friendly event will help the community and provide a boost to local businesses. Therefore, we would like to request a Waiver of Fees.

Sincerely,

New Hampshire Fisher Cats & Clear Channel Radio



BUSINESS LICENSE APPLICATION

Office of the City Clerk/Business Licensing & Enforcement Division/One City Hall Plaza/Manchester, NH 03101/(603) 624-6348

Date: 2/22/13

Instructions:

1. Please return all pages of this application with all applicable information completed.
2. Using the worksheet provided, figure the total business license fee.
3. Please make checks payable to the "City of Manchester".
Checks returned by your financial institution are subject to a \$30.00 penalty.
4. The licensing year begins May 1.
Applications received after this time may be subject to a late charge. New licenses will expire on April 30th of the following year, unless the licensed activities are otherwise limited or invalidated by local, state, or federal authority.

Section I. Identification

Applicant: SKY SHOW 2013

Business Name: NEW HAMPSHIRE FISH & FATS - A COAST GUARD RIDE

Business Address (No P.O. Box): ONE LINE DR MANCHESTER NH 03101 (WHITMAN CRT)
195 MCGREW ST MANCHESTER NH 03103 (COURT HOUSE)

Telephone: 603-765-6703 Fed. Tax ID #: _____

Manager's Name(s): ROCK BROWER JOE GRADY

Property Owner's Name: CITY OF MANCHESTER

Property Owner's Mailing Address (No P.O. Box): _____

Property Owner's Telephone #: _____

As part of the application process, some city departments may need to contact your business to schedule an interview or an inspection. Please identify the person to be contacted and the best time(s) to call.

Contact Person: SHAWN McFORD Time(s): ANY

Section II. Business Information

I. BUSINESS ACTIVITIES:

Please check all applicable sections:

<input type="checkbox"/> Alarm	<input type="checkbox"/> Dance/Entertainment-Restaurant (**)	<input type="checkbox"/> Performers/Exhibitors (***)
<input type="checkbox"/> Amusement Devices (**)	<input type="checkbox"/> Downtown Sidewalk Encumbrance (**)	<input type="checkbox"/> Raffle (***)
<input type="checkbox"/> Amusement Device Vendor (**)	<input type="checkbox"/> Employment Agency (*)	<input type="checkbox"/> Secondhand Dealer *
<input type="checkbox"/> Antique Dealer (*)	<input type="checkbox"/> Entertainment Place of Assembly (***)	<input type="checkbox"/> Sunday Activities (*)
<input type="checkbox"/> Arcade (or amusement devices) (*)	<input checked="" type="checkbox"/> Fair (***)	<input type="checkbox"/> Tag Day (***)
<input type="checkbox"/> Auctioneer/Auction House (*)	<input type="checkbox"/> Itinerant Photography/Magazine Sales (***)	<input type="checkbox"/> Towing/Dispatch Company *
<input type="checkbox"/> Christmas Tree Sales *	<input type="checkbox"/> Junk Dealer/Junk Collector (*)	<input type="checkbox"/> Towing Company *
<input type="checkbox"/> Circus/Carnival (***)	<input checked="" type="checkbox"/> Noise Permit (***)	<input type="checkbox"/> Food Service/Grocery *
<input type="checkbox"/> Dance/Entertainment (**)	<input type="checkbox"/> Peddler/Civic Center Peddler (***)	<input type="checkbox"/> Other

(*) Refer to Section III (1) (**) Refer to Section III (2) (***) Refer to Section III (3) (****) Refer to Section VI (pg. 7)

Section II (cont.) Business Information - License Fee Worksheet

Following are the license fee categories for businesses and business activities in the City of Manchester. Please review each section and calculate the fees where appropriate.

1. Enter your business' square footage here to calculate your fee.
 If the square footage is already entered, this number is based on figures submitted with your application from last year. If there have been no changes since last year continue to next applicable section. If there have been any changes, correct the square footage and calculate the fee for _____ sq. feet.
 To calculate the fee, the first 1,500 square feet is \$50.00 and \$2.00 per 100 square feet, or portion thereof, thereafter. Minimum fee is \$50.00. Maximum is \$1,000.00. (Example: A business has 2,200 sq. feet. The license fee is \$50.00 for the first 1,500 sq. feet and \$14.00 for the next 700 sq. feet (\$2 x 7 = \$14) for a total of \$64.00.)

2. Enclosed Amusement Device Registration form must be filled out completely and submitted. Fees, per machine, are as follows:
- a. \$25.00 for each children's amusement device (height and weight requirements for children only), skee ball, basketball device, pinball, concession game, pool table, or billiard table.
 Number of machines: _____ x \$25.00 = _____
 - b. \$50.00 for each juke box, centralized music system, video games, video dart machine, etc.
 Number of machines: _____ x \$50.00 = _____
 - c. \$150.00 for each video poker or video slot machine.
 Number of machines: _____ x \$150.00 = _____
 - d. \$300.00 for Arcade License fee (six or more amusement devices). *Note: The count of devices is not to include pool tables, billiard tables, juke boxes or centralized music systems.*
 Fee: \$300.00
 - e. An Amusement Device Vendor License fee is required of all device vendors. Device vendors located outside city limits are required to submit a list of all "Manchester accounts" along with a \$100.00 license fee. Device vendors located within city limits shall maintain an "account log" and submit a license fee derived from the calculation above (item d.)
Note: All records of accounts located in Manchester must remain accurate throughout the licensing period.

3. The licenses for the following activities may also require additional paperwork, state licenses, insurance certificates, etc.
- a. Circus/Carnival Fee: \$300.00
 - b. Dance/Entertainment and/or Entertainment Place of Assembly
 - Class I - Non-Profit Org. Fee: \$15.00/day
 - Class II - For Profit Fee: \$100.00/day
 - c. Dance/Entertainment (Restaurant) Fee: No Charge
 - d. Fair Fee: \$300.00 (one day); \$50.00/add. day
 - e. Itinerant Photo/Magazine Sales (Fee: \$150.00/yr; \$25.00/wk; \$5.00/day)
 - f. Noise Fee: \$200.00/event
 - g. Peddler - City Wide Fee: \$150.00/yr.; \$25.00/day
 - h. Civic Center Zone Fee: \$400.00/yr; \$75.00/day
 - i. Performers/Exhibitors Fee: \$10.00/day

* Proration of Initial Annual License Fees *

Initial applications received after May 1, for certain activities, may be prorated as follows. (Call 603-624-6348 for details)

May 1 - Jul 31 100% Aug 1 - Oct 31 75%
 Nov 1 - Jan 31 50% Feb 1 - Apr 30 25%

\$ 300.00 / yr
 100.00 / yr

\$ 500.00 / yr
 (Total)

Section VI. ADDITIONAL ACTIVITIES

THIS SECTION IS FOR ALL CIRCUS, CARNIVAL, DANCE & ENTERTAINMENT, ENTERTAINMENT PLACE OF ASSEMBLY, FAIR, PEDDLER, PERFORMER AND EXHIBITOR, RAFFLE & TAG DAY APPLICANTS.

Note to all Carnival, Circus, or Fair applicants

All applicants must submit a completed application with the following documentation:

1. A certificate of insurance (\$500,000.00 minimum limit).
2. A copy of all applicable licenses issued by the State of New Hampshire.
3. A list of persons/vendors who shall be allowed to display any merchandise, article, or thing at the event.

Also, license applications must be submitted with all applicable department signoffs (see page 6). Carnival and Circus applicants must submit applications **45 days in advance** and may be required to submit additional signoffs, not shown on page 6. Additional documentation may be required by the Office of the City Clerk.

Note to all Peddler / Magazine Sales applicants

All applicants will need to submit a completed application with the following documentation:

1. A certificate of insurance (\$500,000.00 minimum limit).
2. A copy of a Hawkers & Peddlers issued by the State of New Hampshire.
3. A copy of a license issued by the Manchester Health Department (for any food or beverages sales).
4. Two Passport Photos (for identification card).
5. Complete certified criminal record for the previous 5 years.
6. A description and photo of any stand or vehicle to be used (including license and registration).
7. Written permission from all abutting landowners and/or tenants at each business locations (Peddlers only).
8. Government issued picture identification.

Also, license applications must be submitted with all applicable department signoffs (see page 6). Additional documentation may be required by the Office of the City Clerk.

* Be sure to include all details for your event including diagrams if applicable. Attach as many additional pages as necessary. Failure to provide full disclosure of an event may result in the delay or denial of an application.

Business location (or location of sale or event):

Business Telephone #:

Name and address of person(s) to contact if other than above

Phone #:

Phone #:

Types of merchandise being sold:

Day(s) and date(s) of event/sale:

Hours of operation:

Admission charge:

Previously held a license issued by City Clerk:

☐ No

☒ Yes

Type:

Who will the event/sale be for (if other than applicant):

Additional remarks or details:



February 18, 2013

Mr. Jeff Bolduc
Office of the City Clerk
Business Licensing & Enforcement Division
One City Plaza
Manchester NH 03101

Dear Jeff,

Attached is the copy of the letter sent to the Committee on Business License for Nonprofit Functions.

I have spoken with the Fisher Cats staff member, Jenna Raizes, who has assured me the Memorial Day Family Event will go on as a part of the Skyshow being planned by the Fisher Cats and Miller Lite organizations.

Therefore, as long as the Aldermen approve the Skyshow to be a family event in Arms Park on May 26th, I would like to cancel the enclosed request in order for the Fisher Cats organization to obtain permission to use the Arms Park location.

We are intending to have three rubber duck heats on the Merrimack River during the hours of 1:00 until dark before the fireworks begin.

The banner was so successful over Elm Street last year that I may want to apply for that license again this year, depending upon the advertising of the Skyshow itself.

I have an approval letter from the Marine Patrol for use of the Merrimack River.

Please let me know if there are any other arrangements that need to be made between the Manchester Community Health Center and the City of Manchester.

Looking forward to hearing from you.



Becky Vinson
Director of Development

September 26, 2012

Dear Committee on Business License for Nonprofit Functions,

The Manchester Community Health Center is again seeking permission to use the Arms Park area and Parking facilities along the University of New Hampshire River Walk area for a 2013 Manchester Community Memorial Day Event taking place on Sunday, May 26, 2013 from 2:00 until 7:00 pm.

We have spoken with Rick Brenner of the Fish Cats organization and are discussing the possibility of combining the Lite Show with our Event. The objective is to ensure this is a family event (as experienced last year) and will concentrate more heavily upon the children's activities in that these were the most popular activities.

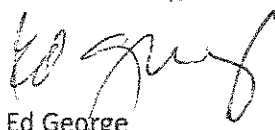
My Director of Advancement, Becky Vinson, has met with the owners of the two restaurants which displayed apprehension with activities last year. Both Jeff Paige at Cotton's Restaurant and Peter Telge at Milly's Tavern have unequivocally stated the Manchester Community Health Center's event was no problem and they would endorse our being at Arms Park for another Memorial Day event.

Since a long lead time is required to schedule the military portion of this event, I am requesting you expedite this application with whatever contingencies you would desire. I have enclosed the successes enjoyed from last year's event and am hopeful this year will be even better.

Please let me know if you need additional information or would like to meet.

I look forward to hearing from you. Thank you for your consideration.

Most sincerely,



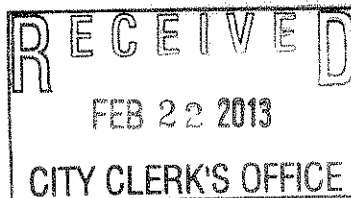
Ed George
President/CEO



54 Hanover Street
Manchester, NH 03101

Office: 603.666.6600
Fax: 603.626.0910

www.manchester-chamber.org



In Board of Mayor and Aldermen
Date: 03/05/13
On motion of Ald. Ludwig
Seconded by Ald. Roy
Voted to refer to the Committee on
Administration/Information Systems.

February 21, 2013

Mayor Ted Gatsas and Aldermen
City of Manchester
One City Hall Plaza
Manchester, NH 03101


City Clerk

Dear Mayor Gatsas and Aldermen:

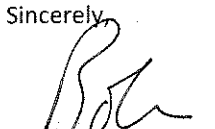
On behalf of the Greater Manchester Chamber of Commerce, thank you for your support during a recent visit of business leaders from Manchester, United Kingdom. The Chamber hosted this UK delegation to advance establishing a sister city relationship with Manchester, UK. During the visit we were able to introduce members of the delegation to the mayor, several aldermen, and numerous Manchester business leaders, with whom we exchanged conversation on many historical, economic and social matters.

As a result of the press generated from the Manchester, UK, visit, a member of the community informed me that the Queen City received a delegation of Manchester, UK, visitors, including the Mayor of that city, in 1931. During that visit, the Manchester, UK, delegation gave the Mayor of our city a plaque of the British city's emblem carved on a beautiful piece of 500 year old English oak. I have since learned that the plaque hung in the Mayor's office until the refurbishment of City Hall, when it was placed in the City vault, where I'm told it remains. Given the renewed ties between our two cities, I wonder if you would consider removing the plaque from the vault and hanging it in a prominent location in City Hall. If this is not feasible, we would be proud to hang the plaque here at the Chamber. Displaying this unique gift from Manchester, UK, would be a terrific show of support of the importance of the relationship between our two cities that may generate further conversation and communication about our shared history, as well as the value of contemporary interests between the two cities of Manchester.

I look forward to your response. Please let me know if you would like to discuss this request further.

Thank you again for your support of establishing a sister city relationship between Manchester, NH, and Manchester, UK.

Sincerely,


Robin A. Comstock
President & CEO

Chief of Police
David J. Mara
Assistant Chief
Gary T. Simmons



Commission
Richard M. Bunker
Woullard H. Lett
William M. Clifford
Eva Castillo-Turgeon
Mark E. Roy

CITY OF MANCHESTER

Police Department

Matthew Normand
City Clerk
One City Hall Plaza
Manchester, NH 03103

January 31, 2013

Matt-

Below you will find a revised version of the Towing Ordinance. The changes, indicated in red, reflect those increases approved by the Committee on Administration/Information Systems. In stating their approval the committee authorized increases in fees, as "recommended by the Police Department," with the approval of the City Solicitor. The Police Department had recommended to the committee that the regular tow fee be increased to \$110 per tow and that additional fees, stipulated in the current contract, be similarly adjusted to be more competitive with surrounding communities. The amended fees below reflect those changes to the ordinance, which in effect represent the "more competitive" fees mentioned in the Police Department's original recommendation(s). At this time I am requesting that the revised ordinance be brought before the Mayor and Board of Alderman for final approval.

§ 70.40 TOWING.

(A) (1) Any company or person which tows a motor vehicle without the consent or authorization of the owner or operator of the motor vehicle shall not charge a towing fee in excess of ~~\$70~~ **\$110** during regular business hours. The fee for a tow conducted at a time other than regular business hours shall be ~~\$85~~ **\$125**. For purposes of this section, **REGULAR BUSINESS HOURS** shall mean, at a minimum, the hours from 8:00 a.m. to 5:00 p.m., Monday through Friday, holidays excepted, as well as any other posted business hours. The company or person shall post the business hours of its storage lot and shall disclose such information upon request of the owner or operator of a motor vehicle.

(2) Any company or person which tows a motor vehicle without the consent or authorization of the owner or operator of the motor vehicle shall not charge a fee in excess of ~~\$25~~ **\$30** per day for storing the towed motor vehicle. There shall be no storage fee for the first 24 hours after a motor vehicle is towed.

(B) No company or person shall charge any fee other than a towing fee or storage fee, as

Michael L. Briggs Public Safety Building
405 Valley Street • Manchester, New Hampshire 03103 • (603) 668-8711 • FAX: (603) 668-8941
E-mail: ManchesterPD@manchesternh.gov • Website: www.manchesterpd.com

A NATIONALLY ACCREDITED LAW ENFORCEMENT AGENCY



provided for in § 70.40 (A), for a motor vehicle which has been towed without the consent or authorization of the owner or operator; except a company or person may charge a service fee of up to ~~\$25~~ **\$40** to release a motor vehicle from a storage lot to its owner or operator at a time other than regular business hours. In the event a service fee is charged, the company or person shall have the owner or operator sign an acknowledgment upon the release of the motor vehicle. The acknowledgment shall specify the date and time the vehicle was released, the location of the storage lot, and the amount of the service fee charged. No "hoisting", "let-down", "standby" or "gate" fee shall be charged.

(C) Any company or person which has towed a motor vehicle without the consent of the owner or operator shall release to the owner or operator any and all property contained within or on such vehicle, but not attached to the vehicle, upon request by the owner or operator of the vehicle without requiring the payment of any fee therefore including the towing fee and the storage fee provided for in § 70.40 (A).

(Ord. passed 11-19-96; Am. Ord. passed 4-6-99; Am. Ord. passed 9-4-02; Am. Ord. passed 10-4-05)

Respectfully,

Lt. James Flanagan
Manchester Police Department
Traffic Unit

City of Manchester New Hampshire

In the year Two Thousand and^{Thirteen}

AN ORDINANCE

"Amending Section 70.40 Towing of the Code of Ordinances of the City of Manchester by increasing the fees associated with vehicles towed without the consent or authorization of the owner/operator of the vehicle."

BE IT ORDAINED, By the Board of Mayor and Aldermen of the City of Manchester, as follows:

I. Deletions to existing ordinance language are ~~struck through~~. New language appears in **bold**. Sections of the following chapter that remain unchanged appear in regular type.

§ 70.40 TOWING.

(A) (1) Any company or person which tows a motor vehicle without the consent or authorization of the owner or operator of the motor vehicle shall not charge a towing fee in excess of ~~\$70~~ **\$110** during regular business hours. The fee for a tow conducted at a time other than regular business hours shall be ~~\$85~~ **\$125**. For purposes of this section, **REGULAR BUSINESS HOURS** shall mean, at a minimum, the hours from 8:00 a.m. to 5:00 p.m., Monday through Friday, holidays excepted, as well as any other posted business hours. The company or person shall post the business hours of its storage lot and shall disclose such information upon request of the owner or operator of a motor vehicle.

(2) Any company or person which tows a motor vehicle without the consent or authorization of the owner or operator of the motor vehicle shall not charge a fee in excess of ~~\$25~~ **\$30** per day for storing the towed motor vehicle. There shall be no storage fee for the first 24 hours after a motor vehicle is towed.

(B) No company or person shall charge any fee other than a towing fee or storage fee, as provided for in § 70.40 (A), for a motor vehicle which has been towed without the consent or authorization of the owner or operator; except a company or person may charge a service fee of up to ~~\$25~~ **\$40** to release a motor vehicle from a storage lot to its owner or operator at a time other than regular business hours. In the event a service fee is charged, the company or person shall have the owner or operator sign an acknowledgment upon the release of the motor vehicle. The acknowledgment shall specify the date and time the vehicle was released, the location of the storage lot, and the amount of the service fee charged. No "hoisting", "let-down", "standby" or "gate" fee shall be charged.

(C) Any company or person which has towed a motor vehicle without the consent of the owner or operator shall release to the owner or operator any and all property contained within or on such vehicle, but not attached to the vehicle, upon request by the owner or operator of the vehicle without requiring the payment of any fee therefore including the towing fee and the storage fee provided for in § 70.40 (A).

II. This ordinance shall take effect upon its passage.

James Burkush
Chief of Department



CITY OF MANCHESTER Fire Department

March 11, 2013

Committee on Administration
Chairman Phil Greazzo
City of Manchester
One City Hall Plaza
Manchester, NH 03101

Dear Chairman Greazzo:

Attached is a Draft RFP for Emergency Ambulance Service. As you know, the Committee on Administration directed the Fire Department to "explore the possibility of a Fire Department based ambulance service". To achieve this goal, the committee that developed the current ambulance service contract was reconvened to explore the feasibility, to research options and draft a proposal.


Members of this committee are Alderman Dan O'Neil, Alderman James Roy, Dr. Tom D'Aprix (EMS Director), Tom Arnold, William Sanders, Tim Soucy, Goffstown Fire Chief Richard O'Brien, the Manchester Fire Department Administrative staff and members appointed by Local 856. The committee surveyed EMS systems around the region and across the Country and spoke to many representatives from agencies in an effort to develop a proposal that was right for the City of Manchester. The committee concluded, based on its research, that if the Fire Department were to bring Ambulance service in-house, a significant commitment of time and resources would be required to transition to a system that was both best for the community and financially feasible.

To achieve this goal, the committee agreed the City of Manchester should draft an RFP to contract with a private ambulance service who will assist the City to transition into a model that would incorporate the Fire Department into providing either all or a portion of the emergency ambulance service to its citizens.

The contract, once awarded, would retain an Ambulance provider for up to 5 and ½ years. The City would retain the right to terminate the contract after 30 months. The RFP is designed to allow the flexibility to transition to all or part of a fire department-based EMS system at any time during the life of the contract; however, the City would not be obligated to do so.

It is my recommendation that the Aldermanic Board allow the Fire Department to issue this RFP. Additional, it is my recommendation that the Board formally recognizes the Ad Hoc Ambulance committee and empowers it to receive the RFP's, qualify and negotiate with the vendors and return a recommendation back to the full Board of Mayor and Alderman.

Respectfully,


James A. Burkush

Enclosure



CITY OF MANCHESTER
Fire Department

100 Merrimack Street, Manchester NH 03101
(603) 669-2256

REQUEST for PROPOSAL

Sealed proposals will be received at the Fire Department, 100 Merrimack Street, Manchester, New Hampshire, before or at **11:00 AM** prevailing time of the ___ day of ___ **2013** for the following items:

Emergency Ambulance Service
FY13 – 300 - 52

Request for Proposals and specifications will be available at the Fire Department, 100 Merrimack Street, Manchester, NH or online at:

www.manchesternh.gov/bids

Questions regarding this request should be directed to: Robert Field, Training Division via email at rfield@manchesternh.gov or by facsimile to (603) 669-7707.

The Fire Chief reserves the right to waive any irregularities, reject any or all proposals, and to accept the proposal that appears to be in the best interest of the City. Failure to submit all information called for may be sufficient for disqualification.

James A. Burkush
Chief of the Department

GENERAL:

1. Proposals will be received by the City of Manchester, New Hampshire at the place and until the time specified in the Request for Proposal and then publicly read aloud for the information of Proposers and others properly interested who may be present either in person or by representative. **NO PROPOSALS WILL BE ACCEPTED AFTER TIME AND DATE SPECIFIED.**
2. The following meanings are attached to the defined works when used in this document:
 - a. The word "**City**" means City of Manchester, New Hampshire.
 - b. The word "**Proposer**" means the person, firm, or corporation submitting a proposal on these specifications or any part thereof.
 - c. The word "**Contractor**" means the person, firm, or corporation with whom the Contract is being made for carrying out the provisions of this Sealed Proposal Request and the Contract.
 - d. The words "**firm price**" shall mean a guarantee against price increase during the life of the Contract.
3. Strict compliance with the requirements of the Request for Proposal, terms and conditions, and the instructions printed is necessary. All blank spaces must be filled in. For the convenience of Proposers, additional Proposal Request packages are available at no cost and on demand at the City of Manchester, Fire Department, 100 Merrimack Street, Manchester, NH 03101 or on our website at: www.manchesternh.gov/bids
4. Each proposal must give the full business address of Proposer and be signed by him with his usual signature. Proposals by partnerships must furnish the full names of all partners and must be signed with the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and title of the person signing. Proposals by corporations must be signed with the legal name of the corporation, followed by the state of incorporation and by the signature and title of president, secretary, or other person authorized to bind it in the matter. The name of each person signing shall also be typed or printed below the signature. A proposal by a person who affixes to his signature the word "president", "secretary", "agent", or other title without disclosing his principal may be held to be the proposal of the individual signing. When requested by the City, satisfactory evidence of the authority of the officer signing on behalf of the corporation shall be furnished. All proposals must be signed by an authorized, responsible officer or employee having the capacity to enter into contracts.

5. Proposals must be securely sealed in a suitable envelope, addressed and marked on the outside as follows:

**EMERGENCY AMBULANCE SERVICE
FY13-300-52**

The entire solicitation document is to be returned when submitting a proposal, unless otherwise directed by the solicitation document. **Failure to return all pages may result in a determination that the submittal is non-responsive.**

PLEASE NOTE: THE CITY OF MANCHESTER IS NOT RESPONSIBLE FOR PROPOSALS NOT PROPERLY MARKED.

6. It will be the responsibility of the proposer to see that their proposal is received by the Purchasing Division as specified.
7. Each proposal is received with the understanding that the acceptance in writing, which may include email, by the City of the proposer to furnish any or all of the products/services described therein or as otherwise negotiated, shall constitute a contract between the proposer and the City, which shall bind the proposer on his part to furnish and deliver the articles offered at the prices agreed upon and in accordance with the terms and conditions of said accepted proposal; and the City on its part to order from such contractor, except for causes beyond reasonable control; and pay for, at the agreed prices, all products/services specified and delivered.
8. A contract agreement that is customarily employed by the City will be used when/if the contract is extended in subsequent years. The contract agreement will incorporate the original RFP and all the terms and conditions of the sealed proposal. A copy of the contract agreement is attached hereto.
9. Proposals may be withdrawn upon written or electronic request received from Proposers prior to the time affixed for opening. Negligence on the part of the Proposer in preparing the proposal confers no right for the withdrawal of the proposal after it has been opened.
10. The solicitation document maintained by the Purchasing Division, in the proposal file folder, shall be considered the official copy. In the case of any inconsistency between proposal documents submitted to the City, but not clearly listed on the exception page of the document or as an exception by the proposer, the language of the official copy shall prevail. Furthermore, any exception or changes to the specifications made by the proposer may be cause to disqualify your proposal.
11. Award will be made according to procedures outlined in the RFP, using the criteria published therein.
12. Upon making an award, or giving notice of intent to award, the City will place appropriate notice on the Purchasing Website: www.manchesternh.gov/bids

13. No oral interpretations will be made to any Proposer as to the meaning of the specifications or terms and conditions of this sealed Proposal Request. Every request for such interpretation or request for a change in the specifications or terms and conditions shall be made in writing, addressed and forwarded to:

**Mail: City of Manchester
Fire Department
100 Merrimack Street
Manchester, NH 03101
Attn.: Lt. Robert Field, Training Division**

Email: rfield@manchesternh.gov

**Fax: (603) 669-7707
Attn: Lt. Robert Field, Training Division**

All questions must be received prior to the close of business (5:00 PM), _____, _____, **2013.**

The City of Manchester will post questions and answers on its website:

www.manchesternh.gov/bids

as an addendum no later than _____, _____, **2013.** It is the responsibility of the proposer to check for any addendums that have been issued. Any such addendums will then become part of the complete RFP.

14. Direct contact with City departments other than the Fire Department, on the subject of this proposal is expressly forbidden except with the foreknowledge and permission from the Manchester Fire Department.
15. If issued, addenda to this solicitation will be posted at the website: www.manchesternh.gov/bids. It is the proposers' responsibility to check the website prior to the submittal deadline to ensure that the proposer has a complete, up-to-date package.
16. Proposals that are incomplete, not properly endorsed or signed, or otherwise contrary to these instructions may be rejected as informal by the City. The Proposal must be filled out completely and accurately.
17. Any changes and/or corrections shall be marked in red and initialed by the person making such corrections. Signatures of the responsible owner of the firm must be in ink.
18. Prices, if requested, shall be clearly and fully stated as requested. Unless otherwise negotiated, no additional charges shall be passed to the City, including any applicable taxes, delivery or surcharges.

19. As the City is exempt from the payment of federal excise taxes, all prices quoted herein are not to include these taxes.
20. The time of proposed delivery must be stated in definite terms. If time of delivery for different products/services varies, the proposer shall so state.
21. Samples, when requested, must be furnished free of expense. Upon request, if not destroyed, will be returned at the proposers risk and expense.
22. The products/services on which proposals are submitted must be of such character, quality and/or performance equivalence that it will serve as that specified. In submitted proposals on products/services other than as specified, proposer shall furnish complete data and identification with respect to the alternate products/services they propose to furnish.

Consideration will be given to proposals submitted on alternate products/services to the extent that such action is deemed to serve the best interests of the City. If the proposer does not indicate that the products/services he proposes to furnish is other than specified, it will be construed to mean that the proposer will furnish the exact products/services described.

23. Any equipment delivered must be standard new and unused equipment, latest model, except as otherwise specifically stated in the proposal. Where any part or the normal accessories of equipment is not described, it shall be understood that all equipment and accessories that are usually provided in the manufacturer's stock model shall be furnished.
24. The apparent silence of these specifications and any supplemental specifications as to any detail or the omission from the specifications of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and correct type, size and design are to be used. All interpretations of these specifications shall be made on the basis of this statement.
25. The Proposer must certify that no official or employee of the City or State of New Hampshire has a pecuniary interest in the proposal or in the Contract that the Proposer offers to execute or in the expected profits to arise there from, and that this proposal is made in good faith without fraud or collusion or connection with any other person submitting a proposal.
26. The City reserves the right to waive any informality in proposals, to reject any and all proposals wholly or in part, and to make awards in a manner deemed in the best interest of the City.
27. Payment Terms:
 - a) Delivery and Acceptance: Upon delivery and acceptance of the product by the department to which it is assigned, the Contractor shall secure the signature of an authorized representative on an original delivery slip and shall provide two (2) copies of an invoice or bill of sale.

- b) Payments: Payments shall be made within 15-45 days of delivery and acceptance of contracted item(s)/services or upon receipt of a verified claim for payment, whichever is later. The claim for payment consists of the original delivery slip and two (2) copies of the invoice/bill of sale executed as provided for in the paragraph above.
 - c) Payment can also be made by City departments via credit card or EFT payments. If either method is chosen by Contractor/Department, no additional charges will be assessed to the City.
- 28. Availability of Funds: A contract shall be deemed executory only to the extent of appropriations available to each department for the purchase of such articles or services. The City's extended obligations on those contracts that envision extended funding through successive fiscal periods shall be contingent upon actual appropriations for the following years.
 - 29. In the event of default by the contractor, the City reserves the right to procure the products/services from other sources, and hold the contractor liable for any excess cost occasioned thereby.
 - 30. The Proposer, if awarded an order or contract, agrees to defend, indemnify, and hold harmless the City from all damages to life and property arising out of the performance of this Contract due to the Proposer's negligence, that of his employees, subcontractors, etc., or due to the negligence of the City, its employees, representatives, agents, etc.
 - 31. Assignment of Contract: A contract shall not be assignable by the contractor in whole or in part without the written consent of the Fire Chief or designee.
 - 32. The Revised Statutes Annotated of the State of New Hampshire, the Charter of the City, and all City Ordinances insofar as they apply to the laws of competitive proposals, contracts and purchases are made a part hereto.
 - 33. The Proposer to whom a contract is awarded guarantees to the City that all warranties of merchantability and fitness for a particular purpose as provided for in New Hampshire 382A-2-314 and 2-314 shall remain in force and will not be disclaimed.
 - 34. There will be a pre-proposal conference on _____, **2013** at Manchester Fire Headquarters, 100 Merrimack Street, Manchester, NH 03101 at **11 AM**. It is **MANDATORY** that all interested parties attend.

**FAILURE TO COMPLY WITH THESE REQUIREMENTS COULD RESULT IN THE
CANCELLATION OF CONTRACT**

SPECIFICATIONS: Please see attached form of contract.

CONTRACT**AGREEMENT**

AGREEMENT made this ____ day of _____, 2013 between the City of Manchester, New Hampshire (hereinafter called the "City") with an address of One City Hall Plaza, Manchester, New Hampshire and _____. (Hereinafter called the "Contractor") with an address of _____.

WHEREAS, the City has requested proposals for emergency ambulance service to be provided to the City and set forth a scope of services; and

WHEREAS, the Contractor submitted a proposal to the Board of Mayor and Aldermen in response to the specifications of the scope of services, stating in such proposal that it would provide full-time, 24-hour Emergency Ambulance Service to all citizens of and persons requiring emergency assistance in the City of Manchester; and

WHEREAS, the City and the Contractor revised the scope of services and proposal through a series of negotiations; and

NOW, therefore, in consideration of the mutual covenants contained herein, the parties hereby mutually agree as follows:

I. GENERAL REQUIREMENTS

A. TERM AND TERMINATION

1. The Term of this Agreement shall be from 12:01 a.m. January 1, 2014 to 12:00 midnight on June 31, 2019 Eastern Standard Time. The City, in its sole discretion, may extend the Term of this Agreement by two one year terms by giving the Contractor written notice of said extension not less than 90 days prior to the end of the then current Term.
2. Contract Termination
 - a. Without Cause

After the first year 30 months of this agreement, the City may terminate this contract at any time without cause upon 180 calendar days advance written notice to the Contractor. Prior to giving such notice, the City shall notify the Contractor of its intention to terminate and shall allow the other party an opportunity to meet and confer with the City concerning such notice of termination.

b. Minor Breach

Except for specific penalties described in Section I.A.2 (c), City may impose a penalty, not to exceed \$500 for each minor breach of this contract that has not been cured within 30 days from the date of official notice being given by City or designee.

Minor breaches shall be defined as failure to fulfill any of the terms and conditions of this contract, which do not amount to a major breach, as that term is defined in Section I.A.2 (d).

In addition, failure to comply with the response time performance requirements for two consecutive calendar months, or for any three months in a calendar year, shall be a minor breach of this contract.

Before fines for a minor breach are imposed, the City shall give the Contractor written notice of the alleged minor breach and 30 days to cure the breach or otherwise respond to the allegations of breach.

c. Specific Penalties

The City may impose a penalty, as specified herein for each occurrence of the incidents described below. Contractor will pay City monthly for any penalties upon receipt and acceptance by Contractor of performance reports with penalties identified for the previous calendar month.

1) Penalty for failure to meet response time standard

Starting with the second month of this agreement, Contractor shall pay City \$5.00 per excess minute for each emergency ambulance response that exceeds the Charlie-Delta-Echo response time standard and is not deemed an *Unusual Circumstance* as defined under Section II.F.5.

2) Failure to meet response time compliance area standard

Starting with the third month of this agreement, each time that Charlie-Delta-Echo responses for response time compliance are calculated at less than 90% of the response time standard for the previous 30-day period, Contractor will pay City \$5,000.

3) Penalty for failure to provide data to determine compliance

Each time an ambulance is dispatched and the crew fails to report and document an on-scene time, Contractor shall pay a fine of \$50 for each occurrence. Additionally, when the on-scene time cannot be provided for said emergency call, the response time for that call shall be deemed to have exceeded the required response time for the purpose of determining response time zone time compliance.

In order to rectify the failure to report an on-scene time and to avoid the penalty, Contractor may demonstrate to the satisfaction of the City an accurate on-scene time, however, the response would then be subject to response time penalty calculations.

4) Penalty for mechanical failure

Contractor shall pay a fine of \$500 for each mechanical failure, which could have been prevented by scheduled or routine maintenance, in route to or transporting a patient from an emergency call. Within 72 hours of discovery, Contractor shall provide the City with a full description of each response where there was a mechanical failure and the remedial actions taken to prevent a reoccurrence.

5) Penalties for failure to meet ambulance staffing or clinical standards.

Contractor shall pay a fine of \$500 whenever an ambulance, not staffed as required, responds to an ambulance call. Within 72 hours of discovery, Contractor shall provide the City with a full description of each response where there was a failure to meet ambulance clinical or staffing standards and the remedial actions taken to prevent a reoccurrence.

6) Failed Response

Contractor shall pay a fine of \$5,000 for each time Contractor fails to respond to, or is unable to respond to a call and fails to refer the call to another agency (i.e. the call receives no response), and such an incident requires an ambulance response from an outside agency. This shall apply to emergency calls initially dispatched to Contractor's ambulance and shall not include responses made by mutual aid ambulances when said ambulances are dispatched initially by City.

7) Failure to leave appropriate documentation at the receiving hospital.

Effective one-year after the starting date of this contract, if Contractor's personnel fail to leave appropriate documentation as agreed with the Medical Resource Hospital or other receiving hospital, at the receiving hospital, Contractor shall pay \$5 per document when compliance in a calendar month is between 90% and 100%. For less than 90% compliance, the penalty for each failure to leave patient document will be \$100.

b. Termination for Cause

Either party may terminate this contract at any time for cause or for major breach of its provisions affecting the public health and safety, consistent with the provisions herein.

"Major Breach" shall include, but not be limited to:

- 1) Failure of the Contractor to operate its ambulances and emergency medical services in a manner which enables the City and Contractor to remain in substantial compliance with the requirements of federal, state and local laws, rules and regulations
- 2) Willful falsification of information supplied by Contractor in its proposal and during the consideration, implementation, and subsequent operation of its ambulance and emergency medical services program, including, but not limited to, dispatch data, patient reporting data, and response time performance data, as relates to this contract;
- 3) Chronic or persistent failure of Contractor's employees to conduct themselves in a professional and courteous manner where remedial action as agreed to with City has not been taken by Contractor;
- 4) Failure to comply with these response time performance requirements for three consecutive calendar months, or for any four months in a calendar year, shall be a major breach of this contract;
- 5) Failure to substantially and consistently meet or exceed the various clinical and staffing standards required herein or offered by Contractor in its response to City's RFP, and accepted by City;

- 6) Failure to participate in the Continuous Quality Improvement program of the City's Medical Resource Hospital, including, but not limited to investigation of incidents and implementing prescribed corrective actions;
- 7) Failure to maintain equipment or vehicles in accordance with good maintenance practices, or to replace equipment or vehicles in accordance with Contractor's submitted and accepted Equipment Replacement Policy, except as extended use of such equipment is approved by City as provided for herein;
- 8) Chronic or persistent failure to comply with conditions approved by City to correct any minor breach conditions
- 9) Failure of Contractor to cooperate and assist City in the investigation or correction of any minor or major breach of the terms of this contract;
- 10) Failure by Contractor to cooperate with and assist City in its takeover or replacement of Contractor's operations after a major breach has been declared by City, as provided for herein, even if it is later determined that such default never occurred or that the cause of such default was beyond Contractor's reasonable control;
- 11) Failure to assist in the orderly transition, or scaling down of services upon the end of the agreement if a subsequent agreement with Contractor is not awarded;
- 12) Failure to comply with required payment of fines or penalties within 30 days written notice of the imposition of such fine or penalty;
- 13) Failure to maintain in force throughout the term of this contract, including any extensions thereof, the insurance coverage required herein;
- 14) Failure to maintain in force throughout the term of this contract, including any extensions thereof, the performance security requirements as specified herein;
- 15) Willful attempts by Contractor to intimidate or otherwise punish employees who desire to interview with or to sign contingent employment agreements with competing Contractors for a subsequent contract.

16) Any willful attempts by Contractor to intimidate or otherwise punish or dissuade personnel in cooperating with or reporting concerns, deficiencies, etc., to the City or the City's Medical Resource Hospital;

17) Any other willful acts or omissions of Contractor that endanger the public health and safety; and

18) Failure to timely prepare and submit the required annual audit.

c. Declaration of major breach and takeover/replacement service

If the City determines that a major breach has occurred, and if the nature of the breach is, in the City's opinion, such that public health and safety are endangered, and after Contractor has been given notice and reasonable opportunity to correct such deficiency, Contractor shall cooperate completely and immediately with City to effect a prompt and orderly takeover/ replacement which shall be effected within 72 hours or some other specified period which may be required by the City, after finding of major breach by the City.

Contractor will provide the ambulances and crew stations in Manchester to City, in mitigation of any damages to City, resulting from Contractor's breach or failure to perform. However, during City's takeover of the ambulances and equipment, City and Contractor will be considered lessee and lessor, respectively.

d. Dispute after takeover/replacement

Contractor shall not be prohibited from disputing any finding of major breach through litigation, provided, however, that such litigation shall not have the effect of delaying, in any way, the immediate takeover/ replacement of operations by City. Neither shall such dispute by Contractor delay City's access to Contractor's performance security.

Any legal dispute concerning a finding of breach shall be initiated only after the emergency takeover/replacement has been completed. Contractor's cooperation with, and full support of, such emergency takeover/ replacement process, as well as the immediate release of performance security funds to City, shall not be construed as acceptance by Contractor of the finding of major breach, and shall not in any way jeopardize Contractor's right to recovery should a court later determine that the declaration of major breach was in error. However, failure on the part of Contractor to cooperate fully with City to effect a safe and orderly

takeover/replacement of services shall constitute a major breach under this agreement, even if it is later determined that the original declaration of major breach was made in error.

e. Breach not dangerous to public health and safety

If City declares Contractor to be in breach on grounds other than performance deficiencies dangerous to public health and safety, Contractor may dispute City's claim of major breach prior to takeover/replacement of Contractor's operations by City.

f. Liquidated Damages

The unique nature of the services that are the subject of this contract requires that, in the event of major default of a type that endangers the public health and safety, City must restore services immediately, and Contractor must cooperate fully to effect the most orderly possible takeover/replacement of operations. In the event of such a takeover/replacement of Contractor's operations by City, it would be difficult or impossible to distinguish the cost to City of effecting the takeover/replacement, the cost of correcting the default, the excess operating cost to City during an interim period, and the cost of recruiting a replacement for Contractor from the normal cost to City that would have occurred even if the default had not occurred. Similarly, if takeover/replacement costs and interim operating costs are high, it would be impossible to determine the extent to which such higher costs were the result of Contractor's default from faulty management or City's costs during takeover and interim operations.

For these reasons, this liquidated damages provision is a fair and necessary part of this contract. The minimum amount of these additional costs to City (e.g., costs in excess of those that would have been incurred by City if the default had not occurred) could be not less than \$_____ even assuming City's takeover/replacement management team is fully competent to manage the previously contracted functions.

Therefore, in the event of such a declared major breach, Contractor shall pay City liquidated damages in the amount of \$_____.

B. SERVICES REQUIRED TO BE PROVIDED

1. The Contractor shall furnish full time twenty-four hour per day emergency ambulance service (hereinafter "service") to all citizens of and persons requiring emergency ambulance assistance in the City during the term of this

agreement. This service will be provided in accordance with the specifications contained in this agreement.

2. The Contractor shall Provide Service as follows:

During the service period of this contract, the Contractor shall:

- a. Provide pre-hospital emergency medical care and transport services in response to emergency medical calls within the City twenty-four (24) hours each day, seven days a week, without regard to the patient's financial status.
- b. Ambulance response times must meet the response-time standards set forth herein, and every ambulance unit provided by the Contractor for emergency response must, at all times, except as authorized by the agreement, be equipped and staffed to operate at the advanced life support (1 paramedic and 1 A-EMT or EMT-I) level on all ambulance responses.
- c. Clinical performance must be consistent with approved medical standards and protocols. The conduct and appearance of the Contractor's personnel must be professional and courteous at all times. Patient transportation and disposition will be according to *State of New Hampshire Patient Care Protocols* current at the time care is rendered.
- d. Services and care delivered must be evaluated by the Contractor's internal quality improvement program and as necessary, through the City's Medical Resource Hospital quality improvement program in order to improve and maintain effective clinical performance, to detect and correct performance deficiencies and to continuously upgrade the performance and reliability of Contractor's services. Clinical and response-time performance must be extremely reliable, with equipment failure and human error held to a minimum through constant attention to performance, protocol, procedure, performance auditing, and prompt and definitive corrective action.
- e. This agreement requires the highest levels of performance and reliability, and mere demonstration of effort, even diligent and well-intentioned effort, shall not substitute for performance results. If the Contractor fails to perform to the Agreement standards, Contractor may be found to be in major breach of their contract and promptly replaced in order to protect the public health and safety.

3. In addition to the above, the following services will be provided to the City by the Contractor:
- a. Ambulance Standby Service at any situation deemed necessary by any city agency. Any and all “standby services” provided within the City shall be made through and coordinated by the Manchester Fire Department. The EMS unit(s) will remain on standby until relieved by the City Official in charge.
 - b. Response to mutual aid requests by officials of neighboring jurisdictions made through the Manchester Fire Department dispatch.
 - c. Shall, at the direction of the Manchester Fire Department Training Division assist in the development and implementation of a training system which will result in the certification or recertification of fire department personnel as an EMT-B, EMT-I, A-EMT or EMT-P.
 - d. Shall, at the direction of the Manchester Fire Department Training Division assist in the development and implementation of a training system which will result in the certification or recertification of police department personnel at the CPR, ACLS, First Responder, EMT-B, EMT-I, A-EMT or EMT-P levels. Contractor shall provide instructors for the forgoing certification programs at the Department’s request.

The Contractor shall allow for additional ride-along, observation or training for Fire Department EMS-certified personnel.

Participation by the Contractor in the development and implementation of these programs shall be at a level satisfactory to the Fire Chief or his designee.

- e. Maintain a Mass Casualty Incident (MCI) trailer (owned by City) and the equipment to support it. The Contractor shall maintain said supplies and ensure rotation of perishable medical equipment. The Contractor shall, at the direction of the Fire Chief, or his designee, also assist in the development and execution of at least one (1) Mass Casualty Incident (MCI) drill per year in conjunction with the necessary City departments and the local hospitals.
- f. The Contractor shall, at the direction of the Fire Chief or his designee provide community educational programs on subjects such as CPR, EMS awareness and the dangers of DWI.
- g. Provide recurring oxygen replenishment for Fire, Police and Health Department oxygen cylinders.

- h. Develop and implement a system approved by the Fire Chief or his designee, to replace all disposable medical equipment and supplies used by the Fire Department. Said medical equipment and supplies shall include, but not be limited to infection control supplies, airway maintenance, and oxygen administration, advanced life support supplies as well as other disposable medical supplies. Any disposable medical equipment and supplies not replaced by the Contractor shall be replaced by the City with the Contractor paying the entire cost thereof.
- i. The provider shall perform an ongoing Patient Satisfaction Survey of all patients transported.
 - 1) Survey questions shall be designed by the City, in consultation with its medical resource hospital.
 - 2) Survey cards shall be mailed to patients by the Contractor.
 - 3) Survey cards shall have a return address to the City, as specified by the Fire Chief or his designee.
 - 4) Survey results shall be reviewed monthly by Contractor and City, with a corrective action plan submitted by Contractor, if necessary, to address deficiencies.
- j. Shall, at the direction of the Manchester Fire Department Training Division, attend Fire Department training, critiques and programs.
- k. Shall, at the direction of the Fire Chief, provide representation at city emergency planning meetings.

C. DEFINITION OF AN EMERGENCY AMBULANCE CALL:

1. An emergency ambulance call is made in response to a perceived individual need for immediate medical care, to prevent death, or aggravation of physiological or psychological injury or illness: and which is not or cannot be prearranged or otherwise scheduled prior to the call. Any request for an emergency ambulance response received at the Contractors dispatch center shall immediately be directed to the State 9-1-1 Communications Center without delay.
2. It is the intent of the parties that this agreement pertains solely to emergency ambulance calls. The parties hereby represent and warrant that the compensation provided for in paragraph I.E.1 is the result of legitimate, arms-length negotiations and is not conditioned on the City making or arranging for, either directly or indirectly, referrals of non-emergency calls or other

referrals to Contractor in exchange for such compensation or to secure the reimbursement rates contained in Paragraph II or any other remuneration. The Contractor hereby acknowledges and the City hereby states that the City will not arrange for, directly or indirectly, referrals of any non-emergency calls.

D. RESPONSE TIME STANDARDS

1. Emergency response times shall be the travel time that begins when Contractor's ambulances are dispatched by the Manchester Fire Department to an emergency incident and ends when units arrive at the scene.
2. The response time standard for Charlie, Delta or Echo emergency medical dispatch priority calls shall be within an 8 minutes response time to 90 percent of the incidents.
3. The response time standard for Alpha, Bravo or Omega emergency medical dispatch priority calls shall be within a 12 minute response time to 90 percent of the incidents.

E. COMPENSATION

1. The Contractor shall pay to the City the following minimum amounts as reimbursement for the dispatch services being provided pursuant to this agreement:
 - a. 2014 - _____
 - b. 2015 - _____
 - c. 2016 - _____
 - d. 2017 - _____
 - e. 2018 - _____
 - f. 2019 - _____ (6 months)
2. The Contractor shall pay the City an annual fee for the cost of monitoring Contractor's operational and clinical performance and other compliance with the terms of this contract.
 - a. 2014 - _____
 - b. 2015 - _____
 - c. 2016 - _____
 - d. 2017 - _____
 - e. 2018 - _____
 - f. 2019 - _____ (6 months)

F. SERVICE UPGRADES

1. The City reserves the right, during the term of this agreement, to negotiate with the Contractor for increases in the level of service to be provided hereunder.

2. The City reserves the right, during the term of this agreement, to negotiate with the Contractor to implement an EMS transition model, or portions of an EMS transition model.

G. PERFORMANCE AND PAYMENT BONDS

1. Simultaneously with the delivery of the executed contract the contractor must deliver to the City two (2) executed bonds in the amount of \$500,000 each, one as security for the faithful Performance of the contract and one for the payment of all persons performing labor or furnishing materials in connection therewith, prepared in the form of a Performance and Payment Bond, and having as surety thereon, such surety company or companies as are approved by the City and registered and licensed to do business in the State of New Hampshire. Attorney in fact and/or other officers who sign contract bonds must file with each bond a certified copy of their power of attorney or authority to sign said bonds.

H. ADMINISTRATION OF AGREEMENT

1. The Contractor acknowledges that the Chief of the Manchester Fire Department or his designee shall oversee Contractors performance of its obligations hereunder and that the Chief or his designee shall be responsible for the administration of this agreement on behalf of the Board of Mayor and Aldermen.

II. SERVICE SPECIFICATIONS

A. AMBULANCES:

1. All Contractor provided ambulances, (Type I or III) shall meet or exceed the current federal specifications and the State of New Hampshire requirements for licensing of Transport Vehicles pursuant to Saf-C 5900 (the "Primary Response Ambulances"). Staffing levels shall be as specified in Section I. B.
2. Contractor provided primary response ambulances shall be no more than twelve (12) months old at the time the Agreement is signed, unless otherwise approved by the Fire Chief or his designee.

Contractor provided primary response ambulances shall not be kept in service in excess of forty-eight (48) months, unless otherwise approved by the Fire Chief. The age of the ambulance shall be determined as the date it is first registered for use in the State of New Hampshire or any other state, provided that prior to that registration it was not used as a demonstrator, or for any other purpose which would start the process of physical deterioration, and further provided, that the ambulance is put into service within one (1) year of the date of manufacture.

Documentation shall be provided for the above requirement.

3. Contractor provided primary response ambulances are to be used only for emergency response for the City or for response to mutual aid requests made through the Manchester Fire Department.
4. The Contractor shall display only the following on each side of the Contractor provided primary response ambulances:
 - a. Emergency Paramedic Service for the City of Manchester, New Hampshire Fire Department; the exact wording of which shall be approved by the Fire Chief or his designee.
 - b. The name of the owner or business name under which the owner operates
 - c. Dial 9-1-1 for emergencies.
 - d. The units' response identification number.
 - e. Other information as approved by the Fire Chief or his designee.
5. All ambulances shall be registered in the State of New Hampshire, licensed by the New Hampshire Department of Safety, Bureau of Emergency Medical Services, and shall meet the motor vehicle inspection requirements of the State of New Hampshire at all times.

Documentation shall be provided for the above requirement.

6. All ambulances shall be equipped with vehicle data event recording technology. At a minimum, data collection shall include sudden changes in velocity, brake application, vehicle speed, steering angle, and seat belt status. All vehicle event data information shall be made available to the City upon request.

B. AMBULANCE DEPLOYMENT/HOUSING

1. The Contractor shall provide complete housing facilities within City boundaries and guarantee emergency ambulance responses which meet response time standards.
2. The Contractor shall assume sole responsibility for all costs associated with the installation of a fiber optic network line from the City's network to the facility designated by the Contractor and the City as Contractor's primary housing facility.

C. AMBULANCE EQUIPMENT, SUPPLIES AND MEDICATIONS:

1. The Primary Response Ambulances and backup ambulance shall be stocked with the supplies and equipment that meet or exceed the requirement of Saf-C 5900 in addition to the requirements of the Medical Resource Hospital.
2. Contractor provided ambulances shall only carry medications approved for paramedic usage by the New Hampshire Bureau of EMS as delineated in the most recent version of the NH EMS Patient Care Protocols All medications shall be stored in locked drug boxes with controlled substances under a double lock system or an acceptable auditable electronic lock system.
3. The Contractor shall follow the policies and procedures of the Medical Resource Hospital for the acquisition, storage, utilization, and documentation of all medications.
4. The Contractor shall notify the Fire Chief or his designee in writing within twenty-four (24) hours of any "unusual" events regarding the pre-hospital utilization of narcotic agents, including but not limited to, disappearance, unexplained usage and unexplained breakage.

D. COMMUNICATIONS:

1. Dispatch: The City shall provide an emergency medical dispatch center using certified Emergency Medical Dispatchers in conjunction with the State of NH E-9-1-1. This center shall act as the Manchester EMS coordinating center. The City shall also provide a high quality communications system to dispatch and control emergency medical service units and personnel. The City shall assure that the communications system has the appropriate up-to-date F.C.C. licenses, and is operated in conformance with FCC rules and regulations.
 - a. The City will receive and process all requests for emergency medical services and all requests for mutual aid and provide all dispatch functions.
 - b. The City agrees to allow the Contractor access to the tapes and communication log in the investigation and resolution of system complaints. Requests for such tapes or logs shall be made to the Fire Chief or his designee.

2. MOBILE COMMUNICATIONS:

- a. The City shall provide dispatch frequency radios as it deems appropriate.
- b. All E.M.S. radio systems will conform in frequency and design to the State of New Hampshire E.M.S. Communications Plan.

- c. Each ambulance provided for under this agreement shall be equipped with a cellular telephone to be used to establish medical control in the field.
- d. Contractor provided ambulances utilized under this agreement shall be equipped by Contractor with a Mobile Data Terminal compatible with the City's computer aided dispatch system.
- e. Automatic Vehicle Locator equipment, 800 MHz mobile radio, data radio and dispatch/mapping software shall be provided by the City.
- f. All mobile communication equipment including that supplied by the City shall be installed by, and at the expense of, the Contractor.

E. MEDICAL STANDARDS AND CONTROL:

- 1. The Contractor shall be licensed as a unit pursuant to Saf-C 5900 and shall have a signed agreement with the same facility as the Manchester Fire Department, to act as its medical resource acute care hospital pursuant to Saf-C 5900.
- 2. Medical Control for Advanced Life Support procedures may be obtained from any receiving hospital. Factors determining a Medical Control facility will be limited to:
 - a. The Receiving Hospital the patient wishes to be transported to.
 - b. The closest Receiving Hospital to the scene of the emergency.
 - c. Point of entry plan for trauma and cardiac intervention.
 - d. Diversion status of receiving hospitals.
- 3. In addition to the requirements of paragraph I (2) of this Section, the Contractor shall guarantee that the City will not be held liable for any acts or omissions of personnel in communicating a patient's clinical condition to the Medical Control Physician providing on line Medical Control, or in said personnel's understanding, interpretation and implementing orders or treatment Protocols specified by the on-line Medical Control physician or clinical treatment protocol approved by the Medical Resource Hospital. Additionally, the Contractor shall guarantee that the City will not be held liable for injuries a patient or passenger incurs during the loading into, transportation in and embarking from ambulances operated by the Contractor under the provisions of this contract.

4. The Contractor shall verify to the City by written documentation that the New Hampshire Bureau of Emergency Medical Services has licensed all advanced life support personnel employed in the City pursuant to Saf-C 5900.
5. The Fire Department desires a consistent complement of EMS providers in the City. To that end, the Contractor will provide a listing of all EMS personnel dedicated to the City. Individuals not listed shall not operate under this contract in the City of Manchester without the Fire Chief's, or his designee's, approval.
6. All approvals of Advanced Life Support personnel shall be made by the Fire Chief or his designee, in consultation with the Medical Resource Hospital. The Fire Chief or his designee, in consultation with the Medical Resource Hospital, shall have the authority to revoke/suspend 9-1-1 privileges and otherwise medically discipline practitioners within the Manchester system.
7. The Contractor agrees to abide by the rulings of the Fire Chief or his designee relative to ALS personnel approval, and disciplinary procedures including protocol revocation and suspension. The Contractor guarantees that any employee, whose protocols are suspended or revoked, will be immediately removed from assignment to a primary emergency response ambulance until protocols are restored. The Contractor agrees to notify the City in writing of any incident involving an employee's protocol suspension/revocation, the history of the incident leading to protocol suspension/revocation, the disciplinary and/or corrective actions, and eventual resolution, dismissal, temporary suspension, or reinstatement.

F. RESPONSE:

1. Response time is calculated from the time the MFD dispatch center transmits a call for emergency assistance until the time the ambulance arrives on scene and notifies the dispatcher.
2. The Contractor will meet a maximum response time of eight (8) minutes for ninety percent (90%) of all emergency calls dispatched at the Charlie, Delta and Echo level responses and less than twelve (12) minutes at the Omega, Alpha and Bravo level responses as determined using a nationally recognized Emergency Medical Dispatch Priority Reference System.
3. The Contractor shall document in writing, each request for Emergency Services with a response time in excess of eight (8) minutes at the Charlie, Delta and Echo level responses, identifying the cause of the extended response time, and document the Contractor's efforts to eliminate repetition of the cause of extended response time performance.
4. The Contractor shall document in writing, each request for Emergency Services with a response time in excess of twelve (12) minutes at the Omega, Alpha and Bravo level responses identifying the cause of the extended

response time, and document the Contractor's efforts to eliminate repetition of the cause of extended response time performance.

5. Response Time Exemptions: It is understood that *Unusual Circumstances* may cause extended response times. *Unusual Circumstances* include only unusually severe weather conditions, disasters, or unusual periods of very high demand upon the system due to multiple casualty incidents. These *Unusual Circumstances* may be reviewed by the Fire Chief or his designee at the City's discretion.
6. While in response to the scene of an emergency or transporting a patient to a medical facility, ambulances shall adhere to all provisions of RSA 265:8 relative to the response of emergency vehicles. In addition the Contractor agrees to the following:
 - a. If in a dual response to a request for medical assistance, the ambulance will follow the fire apparatus at a safe distance recognizing the fact traffic may not realize an additional unit is following. Additionally, during a dual response, the Contractor will make personnel aware of the Fire Departments use of the Opticom Pre-emption system used by the City, but not by the Contractor.
 - b. Incidents dispatched as a *Cold* response shall involve ambulance response without lights or siren. These responses shall be "with traffic" and as such, ambulances shall observe all traffic regulations pertaining to non-emergency vehicles.

G. FIRE DEPARTMENT - SUPPORT/COVERAGE:

1. Where the Manchester Fire Department finds it to be appropriate the Department will act as First Responder in a request for emergency medical services. Their function at the scene of a medical emergency will be to:
 - a. Implement the incident command system and assume command.
 - b. Initiate patient assessment, treatment and stabilization.
 - c. Provide additional resources if needed.
 - d. Manage all scenes in which patients are injured or ill. Upon arrival of the Contractor EMS provider, he or she will assume primary medical responsibility for patient care as long as the scene has been deemed safe by the Incident Commander. Patient medical care shall be under the control of the medical control physician when conditions warrant and otherwise through the most current version of the *State of New Hampshire Patient Care Protocols*.

2. For all calls received directly at the Manchester Fire Department, the department will utilize an Emergency Medical Dispatch Priority Reference System that dispatch's aid to emergencies that includes systematized caller interrogation questions; systematized dispatch life support instructions and systematized coding protocols that match the dispatcher's evaluation of the injury or illness severity with the vehicle response mode and vehicle response configuration as determined by the Medical Control physician for the Department.
3. The Contractor agrees to train City firefighters, while the firefighters are on duty, to familiarize them with the system, equipment and ambulances.
4. The Contractor shall, if the Fire Chief in his sole discretion deems it appropriate, negotiate with the City to pay the City for advanced life support services which fire department personnel administer to any patient.

H. PERSONNEL:

1. Primary Response Ambulance: The Contractor will staff response ambulances with a minimum of one (1) New Hampshire licensed Nationally Registered Emergency Medical Technician Paramedic and one (1) New Hampshire licensed Nationally Registered Emergency Medical Technician Intermediate or Advanced Emergency Medical Technician.
2. The Contractor assures that paramedics practicing in the City of Manchester will meet the following qualifications:
 - a. Licensed New Hampshire provider pursuant to Saf-C 5900 and any other applicable regulations.
 - b. Current driver's license.
 - c. Any Paramedic working under the terms of this contract must have at least one year experience working as a Paramedic.
 - d. Certified at the following National Incident Management levels at time of hire or within six months:
 - 1) IS-100 – Introduction to the Incident Command System
 - 2) IS-200 – ICS for Single Resources and Initial Action Incidents
 - 3) IS-700 – NIMS, An Introduction
 - 4) IS-800 – National Response Framework, An Introduction

- e. Be familiar with all major access points and roads in the Manchester area so as to maintain emergency ambulance response in accordance with the response time compliance criteria.
 - f. Pass a pre-employment physical including a drug screening following the Department of Transportation drug screening policies.
 - g. All of the above shall be documented and presented to the Fire Chief or his designee prior to employment within the City of Manchester.
3. The Contractor assures that EMT-Is or A EMTs practicing in the City of Manchester will meet the following qualifications:
- a. Licensed New Hampshire provider pursuant to Saf-C 5900 and any other applicable regulations.
 - b. Current driver's license.
 - c. Certified at the following National Incident Management levels at time of hire or within six months:
 - 1) IS-100 – Introduction to the Incident Command System
 - 2) IS-200 – ICS for Single Resources and Initial Action Incidents
 - 3) IS-700 – NIMS, An Introduction
 - 4) IS-800 – National Response Framework, An Introduction
 - d. Be familiar with all major access points and roads in the Manchester area so as maintain emergency ambulance response in accordance with the response time compliance criteria
 - e. Pass a pre-employment physical including a drug screening following the Department of Transportation drug screening policies.
 - f. Any EMT-I or A EMT working under the terms of this contract must have at least one year experience working as an EMT-I or A EMT.
 - g. All of the above shall be documented and presented to the Fire Chief or his designee prior to employment within the City of Manchester.

4. Reasonable Work Schedules and Working Conditions: While this Contract is a "performance" contract and while the Contractor is not only allowed, but encouraged to employ its own methods and techniques for producing the required performance reliably and efficiently the Contractor is expressly required to utilize reasonable work schedules, shift assignments and to provide adequate working conditions. The primary issue is patient care, and the Contractor is expected to utilize management practices which ensure that field personnel working extended shifts, part-time jobs, voluntary or mandatory overtime, are not exhausted to an extent which might impair judgment or motor skills. The Contractor shall not allow any employee to work in any patient care environment in the City for longer than an eighteen (18) hour period without a minimum ten (10) hour rest period. This shall include all part-time and per diem employees.
5. Reasonable Compensation and Fringe Benefits Required: A high level of efficiency is expected and required under this agreement. It is assumed that such efficiency will be derived from the systems superior economics of scale, precision dispatching, from the numerous advantages of more professional and better-motivated work force, from superior management practices, and from the effects of periodic competition.

It is not, however, intended that economic efficiency should be derived by the use of compensation levels for field personnel that are below the New England industry average. The City in no way intends to restrict the ingenuity of the Contractor and its employees in working out new and creative compensation packages.

6. The Contractor agrees to submit the names and employment/training records of all personnel involved with the Manchester EMS system to the Fire Chief or his designee prior to hiring and/or assignment. The Fire Chief or his designee shall approve all personnel before assignment to any position in the Manchester EMS system.
7. The work schedules for all personnel assigned to EMT-P and EMT-I duties shall be provided to the Fire Chief or his designee in the month prior to work. Changes in assigned personnel must be reported to the Fire Chief or his designee in writing. The Contractor shall report the status of assigned personnel to the Manchester Fire Department at the beginning each shift change.

I. INDEMNIFICATION AND INSURANCE REQUIREMENTS:

1. In consideration of the utilization of Contractor's services by the City and other valuable consideration, the receipt of which is hereby acknowledged, Contractor agrees that all persons furnished by Contractor shall be considered the Contractor's employees or agents and that the Contractor shall be responsible for payment of all unemployment, social security and other payroll taxes including contributions from them required by law.

2. Contractor hereby agrees to protect, defend indemnify and hold the City and its employees, agents, officers and servants free and harmless from any and all losses, claims, liens, demands and causes of actions of every kind and character including but not limited to, the amounts of judgments, penalties, interests, court costs, liens, debts, Personal injuries including injuries sustained by employees of the City, death or limitation by enumeration, all other claims or demands of every character occurring or in any way incident to, in connection with or arising from this agreement. Contractor agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands, or suits at the sole expense of the Contractor. Contractor also agrees to bear all other costs and expenses related thereto, even if the claim or claims alleged are groundless, false or fraudulent. This provision shall be effective without regard to whether such injuries, deaths or damages are caused by or attributable in Whole or in part to the negligence of the City, its employees, agents, officers or servants.
3. The Contractor shall indemnify and hold the City harmless from any damage or injury to any person or property caused by or attributable to any actions of human error by the Contractor's Employees or Agents.
4. Contractor agrees to maintain in full force and effect:
 - a. Comprehensive General Liability insurance written on occurrence form, including completed operations coverage, personal injury liability coverage, broad form property damage liability coverage, XCU coverage, and contractual coverage and contractual liability coverage insuring the agreements contained herein. The minimum, limits of liability carried on such insurance shall be \$3,000,000 each occurrence and, where applicable, in the aggregate combined single limit for bodily injury, Property damage liability and personal injury (wrongful acts).
 - b. Professional Liability or Malpractice Insurance with limits not less than 1,000,000.
 - c. Automobile Liability Insurance for owned, non-owned and hired vehicles. The minimum limit of liability carried on such insurance shall be \$3,000,000 each accident, combined single limit for bodily injury and property damage.
 - d. Worker's Compensation insurance whether or not required by the New Hampshire Revised Statutes Annotated, 1955 RSA281-A, as amended, with statutory coverage and including employer's liability insurance with limits of liability of at least \$100,000 each employee and \$500,000 per policy year.

- e. Any and all deductibles on the above described insurance policies shall be assumed by and be for the account of, and at the sole risk of Contractor.
- f. Insurance companies utilized must be admitted to do business in New Hampshire or be on the New Hampshire Insurance Commissioner's list of approved non-admitted companies and shall have a rating of (A) or better in the current edition of Best's Key Rating Guide.
- g. Contractor shall furnish certificate(s) of the above mentioned insurance to the City of Manchester within fourteen (14) days from the date of this agreement and, with respect to the renewals of current insurance policies, at least thirty (30) days in advance of each renewal date. Such certificates shall, with respect to comprehensive general liability, auto liability and medical malpractice insurance, name the City as an additional insured and shall state that in the event of cancellation or material change, written notice shall be given to the City of Manchester, Office of Risk Management, One City Hall Plaza, Manchester, New Hampshire 03103 at least thirty (30) days in advance of such cancellation or change.
- h. The purchase of the insurance required or the furnishing of the aforesaid certificate shall not be a satisfaction of Contractor's liability hereunder or in any way modify the Contractor's indemnification responsibilities to the City
- i. It shall be the responsibility of Contractor to ensure that all subcontractors comply with the same insurance requirements that he is required to meet.

J. INSPECTIONS:

1. The City reserves the right to inspect, at any time, any and all ambulances, the premise(s) used to garage the ambulances and crew quarters. The Manchester Fire Department Fire Prevention Division will conduct annual inspections of the premises.

K. VEHICLE AND EQUIPMENT MAINTENANCE:

1. The Contractor shall be responsible for the maintenance of all vehicles and equipment in order to ensure safe, dependable, and clean operations.
2. The Contractor shall have an established, written preventative maintenance program for all ambulances responding to emergencies in the City of Manchester and shall provide a copy for review by the City's Central Fleet Service's Director or Designee.

3. Ambulance exteriors shall be washed frequently and be free of rust, dents, missing wheel covers, or other broken parts.
4. Ambulance interiors and equipment shall be "hospital" clean at all times free of dust, dirt, and grease or any bodily fluid.
5. Vehicles shall be licensed as Transport Vehicles, registered, and inspected per the State of New Hampshire Motor Vehicle Regulations and New Hampshire Department of Safety, Bureau of Emergency Medical Services Regulations.
6. The Contractor agrees to notify Fire Dispatch of any mechanical failure of a primary response ambulance while enroute to the scene of an emergency or in transit to the hospital with a patient. The Contractor agrees to notify the Fire Chief or his designee of the reason for any delay in response and provide a written report within one (1) business day.
7. The Contractor agrees to notify Fire Dispatch immediately of any ambulance involved in an accident and provide the Fire Chief or his designees and provide a written report within one (1) business days.

L. REIMBURSEMENT

1. All billing and collections for the service shall be the responsibility of the contractor.
2. The Contractor agrees to operate a customer care office, located within 30 miles of the City. All patient billing and written correspondence shall list physical address of office, contact phone numbers and hours of operation.
3. The Contractor agrees to bill the patient's insurance company, or assist the patient in any way possible, so they may recoup insurance company reimbursement.
4. No person shall be denied emergency transportation because of inability to pay any fee. No person shall be forced to pay any fee before emergency medical services and/or transportation is provided.
5. The contractor agrees that it shall accept assignment from NH Medicaid & Medicare. The Contractor shall accept Medicaid reimbursement as payment in full and shall not bill Medicare patients in excess of Medicare's maximum allowable charge.
6. The Contractor agrees that the following rate structure shall be the maximum charged by the Contractor for all billings and collections made for services rendered during the term of this agreement.
 - a. Patient fees (Compensation by Patients) will mirror and include all Medicare B allowable charges for ground ambulance services for Urban New Hampshire plus ____%. Patient fees will change whenever the published allowable Medicare B charges for ground ambulance services in urban New Hampshire change and will remain at ____% above those allowable charge levels.
 - b. Contractor agrees that any patient that does not have insurance coverage shall be billed at the Medicare B allowable plus ____%.
 - c. Contractor agrees that the aggregate patient responsible amount billed to any one patient inclusive of any co-payment or deductible for any single transport shall not exceed the Medicare B allowable plus ____%.
 - d. The aforementioned notwithstanding, the parties acknowledge and agree that nothing contained in this Agreement shall restrict or limit the rates Contractor might negotiate and obtain from any third party payor.
 - e. The parties acknowledge and agree that the limitations included herein on the amount Contractor may bill to any patient shall not

apply to any amounts paid directly to a patient by an insurance company. Contractor may make all reasonable attempts to collect the full value of these amounts.

7. The Mayor shall appoint a three (3) person board to which those who feel the fee for emergency ambulance service causes undue hardship may apply. The board shall consist of the contractor or its designee, a city official and a local clergyman. Members shall serve without compensation. The administrative cost, if any, shall be borne by the Contractor. A patient who is transported as the result of an emergency ambulance call and who feels that the fee causes undue financial hardship shall be informed by the Contractor that the patient may make application to the board for consideration of the alleged undue hardship within sixty (60) days of the date upon which the service is rendered, exclusive of any period during which the patient is hospitalized. All billing material and other written correspondence shall indicate the existence of this hardship process. The board will meet at mutually agreed upon times and dates as necessary. The board may, by a majority vote, abate the entire fee or a portion thereof. The Contractor shall seek to collect only the fee allowed by the board.
8. All Patients involved shall be given a minimum period of ninety (90) days in which to pay the Contractor before Contractor sends the patient's account to a third party collection agency. Contractor shall provide City with a quarterly report of all patients being sent to collections. Report shall indicate, at a minimum, date of service, initial amount charged, payments received, dates of communications made to patient, and date patient sent to collection.
9. The schedule of patient usual and customary charges specified herein will remain in effect over the term of the contract. The City shall be notified of any changes in the billing schedule prior to their implementation.

M. PERFORMANCE EVALUATION:

1. The Fire Chief or his designee shall monitor the emergency ambulance service for the City and shall meet with the Contractor on a regular basis. The Contractor's delegated employee shall attend any meeting for critiques, and shall also attend meetings or sessions requested by the Chiefs of either the City's Fire or Police Departments.
2. The Contractor shall provide the City with the following information on a monthly basis and within thirty (30) days of the end of each month.
 - a. Number of EMS responses made
 - b. Number of Patients transported
 - c. Number of patients receiving Advanced Life Support.

- d. Nature of Patients problems (those transported).
 - e. Number of Patient refusals or false alarms.
 - f. Average response, on scene, transport times.
 - g. The number of responses that exceed seven minutes between the time of dispatch and arrival on scene.
 - h. Number and types of standbys.
 - i. Number of mutual aid requests.
 - j. Payer class status spread.
 - k. Number of mechanical failures.
 - l. Personnel changes, levels of certifications upgrades.
 - m. Vehicle maintenance log activity.
 - n. Discuss complaints or other relevant issues.
- 3. The Contractor agrees to notify the Fire Chief or his designee and the City of Manchester, Office of Risk Management, One City Hall Plaza, Manchester, New Hampshire 03103, not less than thirty (30) days prior to any cancellation or major change to insurance coverage as specified in the contract.
 - 4. The Contractor agrees to submit to the Fire Chief or his designee and the Board of Mayor and Aldermen, in writing, any request for change in patient fees specifically limited by the City as more specifically specified in Section L (5).
 - 5. The Contractor agrees to submit all required data electronically to the New Hampshire Bureau of EMS in a mutually agreed upon format within twenty-four (24) hours of the end of each patient contact
 - 6. The Contractor agrees to allow City officials complete access to all personnel, operations, and financial records and data pertaining to the services specified in the contract, provided that the City will not require the Contractor to provide information that may violate privacy protections provided to employees and to persons receiving healthcare services under the law.

N. DATE OF SERVICE COMMENCEMENT:

- 1. The Contractor shall begin service at the level required by this agreement at one hundred percent (100%) capacity by 12:01 a.m., January 1, 2014.

2. The parties may negotiate an earlier start date.

O. IMPLEMENTATION OF NEW TECHNOLOGIES

1. During the term of this contract the City and the Contractor shall cooperate in the introduction of new technologies and programs which will improve the delivery of services and/or communications or such other additions or modernization as may be required by the State of NH, City, or the Contractor. Examples of such new technologies, programs or modernization's include, but are not limited to: software interfaces between the State, the City and the Contractor for the purposes of dispatching and records management; automatic vehicle location applications; ProQA; 9-1-1 ANI/ALI programs; mobile data terminal applications and call coding and system status application; State of NH Bureau of EMS Data Collection Program. It shall be the Contractors responsibility to plan and execute all software interface operations.

III. ADDITIONAL TERMS AND CONDITIONS

A. AUDITING AND FINANCE

1. It is the City's intent and expressed desire to closely monitor the financial Performance of this contract. Therefore, the Contractor agrees to maintain an acceptable cost accounting and financial reporting system that will make it possible to fairly present and fully disclose the financial operations of the Contractor relating solely to this contract. The Contractor will keep, in accordance with generally accepted accounting principles, such books of account and records as will properly reflect all income received and disbursements made solely in connection with the contract.
2. The Contractor agrees to maintain all required records for three (3) years after the termination of this Agreement.
3. The City shall have complete access to all personnel, books, documents, papers, data records and information of the Contractor, including subcontractors thereof, which are pertinent to this agreement for the purposes of making an audit, examination, excerpts and transcriptions.
4. The Contractor shall make all such personnel, data, records, books and other documents available at the Manchester Fire Department, provided that all such inspections and audits shall be conducted during regular business hours
5. The Contractor shall furnish a quarterly profit and loss statement and balance sheet, which shall provide financial information restricted to the services called for under this agreement, to the City Finance Officer.

6. The Contractor shall provide the City Finance Officer within ninety (90) days after the end of each operating year, or upon completion whichever is sooner, audited financial statements.

B. SUCCESSORS AND ASSIGNS

1. Each party binds itself, its partners, successors, assigns, and legal representatives to the other party to this Agreement with respect to all covenants of this Agreement. The Contractor shall not assign, sublet or transfer its interest in this Agreement without the written consent of the City.

C. ENTIRE AGREEMENT

1. This Agreement represents the entire and integrated agreement between the City and the Contractor and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the City and Contractor.

D. NATURE OF AGREEMENT

1. This agreement is intended to cover the delivery and performance of the services described herein and in no way is intended to promote a business arrangement or otherwise counsels a party to this agreement to establish a business arrangement which violates state or federal law.

E. GOVERNING LAW

1. The laws of the State of New Hampshire shall govern this Agreement.

F. CAPTIONS

1. All captions used herein are for purposes of convenience only and shall not be referred to in construing this Agreement.

G. SEVERABILITY

1. In the event any provision of this agreement shall be held invalid or Unenforceable according to law, such invalidity or unenforceability shall not invalidate, or render unenforceable, any other provision hereof.

H. EQUAL EMPLOYMENT OPPORTUNITY

1. In connection with the execution of this Agreement, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religious creed, national origin, gender, sexual orientation, age, disability, genetic information, veteran/military status, marital status or other status protected by federal or state law.

I. CONFIDENTIALITY

1. The parties agree that any information regarding the protected health information of persons being treated under this agreement is considered confidential pursuant to the federal privacy regulations promulgated under the Health Insurance Portability and Accountability Act (HIPPA). If any identifiable information will be shared by the Parties, the Parties agree to enter into a separate Business Associate Agreement.

J. ACCREDITATION

1. Within twelve (12) months from the date of execution of this Agreement, the Contractor agrees to attain National Accreditation status from the Commission on Accreditation of Ambulance Services (CAAS). Contractor agrees to maintain its National Accreditation for the term of this agreement and any extensions or renewals. The Contractor shall assume all costs for attaining Accreditation.
2. Failure of the Contractor to attain CAAS accreditation within the above specified time period or maintain said accreditation during the term of this Agreement shall constitute a major breach of contract.

K. NOTICE

1. Whenever under this Agreement notice is required to be given, it shall be in writing, sent by registered mail, return receipt requested and shall be deemed to have been given on the date when such notice is posted:

- a. If to City:
Fire Chief
City of Manchester
100 Merrimack Street
Manchester, New Hampshire 03101

- b. If to Contactor:

With a copy to:

IN WITNESS WHEREOF, the parties hereto have, by their duly authorized representatives,
placed their hands and seals on the date first above written.

City of Manchester

Date

By: _____
Theodore Gatsas
Mayor

Date

By: _____

IV. PROPOSAL EVALUATION INFORMATION

A. RATING COMPARATIVE CRITERIA

1. Proposals that meet the minimum RFP criteria will be reviewed for responses to the comparative evaluation criteria. Each Criterion will be assigned a rating of Highly Advantageous, Advantageous, Non Advantageous or Unacceptable to each comparative evaluation criteria.

B. INTERVIEWS

1. Interviews may be required at the City's discretion after review of the technical proposals. Companies will be provided with advance notice of at least five (5) working days. Presentations should not exceed forty-five minutes in length, with a question and answer period.

C. EVALUATION RATINGS

1. All proposals will be reviewed by the City of Manchester and final selection will be based upon an evaluation and analysis of the information and materials submitted as required under the RFP, interviews, reference/background checks, as well as any other relevant information regarding the proposer's past and current operations.

D. NEGOTIATIONS

1. The City reserves the right to conduct negotiations of terms and conditions with one or more parties having submitted proposals, so as to achieve terms and conditions most favorable to the City.

V. COMPARATIVE SELECTION CRITERIA

Each of the following criteria pertains to requirements listed in this RFP. These criteria will be applied to all Technical Proposals submitted. Each criterion will receive one rating of Highly Advantageous, Advantageous, Not Advantageous or Unacceptable. The rating each question receives will be used to compile a composite rating for each Proposer, to be used in the Selection Process segment of this RFP. If any criterion receives a rating of "Unacceptable" that proposal will be REJECTED.

A. MANAGEMENT EXPERIENCE

1. Highly Advantageous – Documentation of Senior Management experience of at least five (7) years of service providing 9-1-1 service for a municipality or municipalities at the ALS Level.
2. Advantageous - Documentation of Senior Management experience of at least five (5) years of service providing 9-1-1 service for a municipality or municipalities at the ALS Level.

3. Not Advantageous - Documentation of Senior Management experience of at least two (2) years of providing 9-1-1 service for municipality or municipalities at the ALS level.
4. Unacceptable - Documentation of Senior Management experience of less than two (2) years of providing 9-1-1 service for municipality or municipalities at the ALS level.

B. LOCATION OF SERVICE AND DEGREE OF DEDICATION TO THE CITY

1. Highly Advantageous - headquartered or principal place of business and a customer care office located within the boundaries of the City.
2. Advantageous - Headquartered or principal place of business located within the boundaries of the City and a customer care office as required by this contract.
3. Not Advantageous - Satellite operation only located within the boundaries of the City.
4. Unacceptable - No operations located within the City, but available for emergency responses in the City.

C. PARTICIPATION IN CITY SPONSORED COMMITTEE CONCERNING EMERGENCY RESPONSE PLANNING

1. Highly Advantageous - The Contractor will participate in any City Committees concerning coordinated planning to provide emergency responses to catastrophic incidents as described by federal, state or local governments.
2. Advantageous - The Contractor will provide some participation in planning for local emergencies
3. Not advantageous - The Contractor will provide at a fee, some consulting service for local emergency response.
4. Unacceptable - The Contractor will not participate in any volunteer or community activities.

D. LEGAL PERFORMANCE

1. Highly Advantageous - performance of ambulance service for five (5) years without administrative or judicial proceedings being filed against the proposer or its principal officer(s) and/or agent(s).
2. Advantageous - Three (3) years without administrative or judicial proceedings being filed against the proposer or its principal officer(s) or agent(s)
3. Not Advantageous - Two (2) years without administrative or judicial proceedings being filed against the proposer or its principal officer(s) or agents(s).
4. Unacceptable – Less than two (2) years without administrative or judicial proceedings being filed against the proposer or its principal officer(s) or agents(s) or any criminal conviction of the proposer, its principal officer(s), agent(s) or employees relating to operation of proposer's ambulance business or any license suspension, revocation or refusal to renew by any agency of the State of New Hampshire.

VI. FORMS TO BE INCLUDED IN THE PROPOSAL PACKAGE

All proposers shall submit proposals in strict accordance with the submission requirements listed below. Any contractor failing to provide all of the following submission requirements will be considered "not responsive" and their proposal may be rejected without further consideration,

A. REQUIRED INFORMATION

1. Cover Letter: A letter signed by an officer of the firm, binding the firm to all comments made in the proposal is required. Include a primary contact person for the proposal.
2. Qualifications and Experience: Please provide:
 - a. Names and addresses of the firm.
 - b. History, organizational size and structure of firm(s).
 - c. Names(s) of principals of firm(s). In addition, submit the name and telephone number of the person who will be the main contact from the firm for this contract.
 - d. Name, background/experience information and role of management team members

- e. Indicate whether or not your firm has been dismissed or disqualified or withdrawn from a bid/contract within the past five years, and if yes, the reason(s) why.
 - f. Indicate if your organization or any employee has ever been disciplined by any local, state or federal agency or the National Registry of Emergency Medical Technicians.
 - g. Any applicable insurance.
 - h. Show evidence of the required bond or that your firm has the ability to obtain such bonding.
- 3. Minimum Qualification Criteria: Appendix B
 - 4. Manchester EMS Transition Plan: Each proposer shall submit plans to transition the City to providing EMS response and transport services as per Appendix E.
 - 5. Acknowledgement of Reimbursement for Services and Oversight Plan: Each proposer shall acknowledge the terms and requirements for the Reimbursement for Services and Oversight Plan by signing Appendix A and including it with their proposal.
 - 6. An anticipated schedule of fees and charges that will be billed to residents and/or their health insurance to provide ambulance services shall be provided with bid package.
 - 7. Provide a list of all health insurance companies Contractor has negotiated and contracted with for preferred provider rates.
 - 8. Acknowledgement of Addenda: Each proposer shall acknowledge the receipt of any addenda by signing and including it with their proposal.
 - 9. Non Collusion Statement: All proposers are responsible and required to submit a statement of Non Collusion with their proposal. (Appendix C)
 - 10. A list of references related to similar services. This will include the municipality, duration, services performed and contact name(s) and telephone numbers. This information will be included on Appendix D.

APPENDIX A
Acknowledgement of Reimbursement for Services and Oversight Plan
FY13-300-52

Name of Company Submitting Proposal _____

Address _____

Signature of Company Official _____

Printed Name of Company Official _____

Title of Company Official _____

Phone Number _____

Fax Number _____

E-mail _____

Web Site _____

State of Incorporation _____

APPENDIX B
Minimum Evaluation Criteria
FY13-300-52

Please specify under the columns marked “Yes” or “No” your response to each of the following minimum qualifying criteria.

Criteria	Yes	No
The Contractor shall be currently licensed by the State of New Hampshire to operate an ambulance service for Basic Life Support (BLS) and Advanced Life Support (ALS) pursuant to NH State laws and regulations.		
The Contractor shall have five (5) years corporate experience in the operation of an ambulance service or company without any license suspension, revocation or refusal by the State of New Hampshire.		
The Contractor’s management team shall have experience providing 9-1-1 ALS ambulance service to at least one (1) other municipality for a minimum of two years.		
Each proposer shall acknowledge the terms and requirements for the Reimbursement for Services Plan by signing Appendix A and including it with their proposal.		
The Contractor shall have three (3) years of corporate experience without any bankruptcy proceedings.		
The Contractor must be current on all local, state and federal taxes, fees, assessments and any other charges due the City of Manchester.		

APPENDIX C
Certificate of Non-Collusion
FY13-300-52

The undersigned certifies under penalties of perjury that this proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word “person” shall mean any natural, business, partnership, union, committee club, or other organization, entity, or group or individuals.

Signature of individual submitting proposal _____

Printed name _____

Name of Business _____

APPENDIX D
References
FY13-300-52

Provide the names of at least five (5) municipalities that your firm has had experience with in the last five (5) years.

Municipality	Contact Person	Address	Phone

APPENDIX E
Transition Plan
FY13-300-52

The City of Manchester desires to expand the Fire Department's role in the provision of emergency medical services. The Contractor shall provide a transition plan detailing how the Contractor will assist the City in expanding the City's participation in the delivery of emergency medical services. Contractor shall provide transition plans for the following options:

Option 1:

City providing Basic Life Support (BLS) service and transport and a contractor providing Advanced Life Support (ALS) service support.

Option 2:

City providing ALS service and a contractor providing BLS service and transport.

Option 3:

City providing complete BLS and ALS service with transport.

Transition plans shall document plan time frames and shall be broken down into multiple implementation phases. Each phase shall have documentable benchmarks and provide for financial review periods in which to evaluate the completed phase. Phases should be designed to allow for continuation of emergency medical services in that phased configuration if the City decides to delay or postpone further phase implementation. Transition plans should provide for multi-year implementation period (i.e. 3 year, 5 year, 7 year, etc.) options.

Please note; all transition plans from all vendors shall become the property of the City upon submission. The City reserves the right to utilize any submitted transition plan, or portions thereof, when negotiating a transition plan with Contractor.

VII. STATEMENT of COMPLIANCE/DEVIATIONS – (FY13-300-52)

In the space below, Proposer must identify any and all deviations from the requirements as stated herein. Notations elsewhere in the proposal may not be considered or result in a determination of your proposal being non-responsive.

20

DRAFT

VIII. AWARD:

After all presentations are conducted if necessary, Award shall be made to the responsible Proposer whose proposal is determined in writing to be the most advantageous to the City taking into consideration price, evaluation factors set forth in the request for proposal and the Procurement Code set forth in the Code of Ordinances for the City of Manchester, NH. No other factors or criteria shall be used in the evaluation. The contract file shall contain the basis on which the award is made. When the terms and conditions for multiple awards are provided in the request for proposal, awards may be made to the more than one Proposer.

Written notification of the award decision (via email) will be sent to all proposers who submitted proposals, and will be conditional pending successful negotiation of a mutually acceptable contract and approval of the City of Manchester Fire Chief. If for any reason the City of Manchester, NH is unable to secure an acceptable contract with the selected proposers, that proposer will be disqualified. In that event, The City of Manchester, NH may then proceed to negotiate a contract with the proposer with the next highest rated proposal, or may cancel negotiations at the City's discretion.

The City reserves the right to accept or reject any or all proposals in whole or in part and to waive any informality in the **RFP**. Further, the City reserves the right to enter into a contract deemed to be in **its best interest**.

PROPOSAL SCHEDULE

PROPOSAL FOR: EMERGENCY AMBULANCE SERVICES (FY13-300-52)

MANDATORY PROPOSERS' CONFERENCE: _____, _____, 2013 at 11:00 AM

PROPOSALS DATE & TIME: _____, _____, 2013 at 11:00 AM

The undersigned, as Proposer, hereby declares that before preparing this proposal he/she carefully read the specifications and hereby agrees that if the proposal is accepted he/she will contract with the City in accordance with the specifications, terms and conditions as spelled out in this Sealed Proposal.

This form must be signed. All signatures must be original and not photocopies.

Authorized signature & title of Proposer

Print or type name & title of Proposer

Company Name (Corporation/general partnership organized & existing under the laws of the State of _____)

Address

City, State, Zip

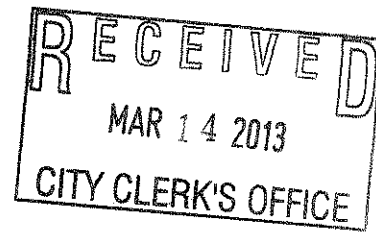
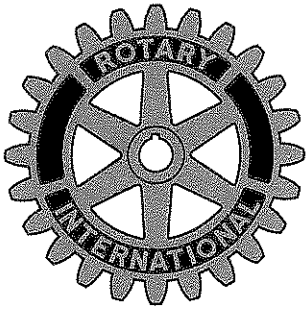
Required

Date Proposal Made: _____ Email Address: _____

Phone #: _____ Fax #: _____

Vendors will be notified via email only – if no email is provided it will be the bidders' responsibility to check the website for the City of Manchester Purchasing Division for results.

www.manchesternh.gov/bids



Dear Committee,

My name is Normand Lavigne. I am a member of the Manchester Rotary and director of the Manchester Rotary Cruising Downtown Car Show event. This is the 13th year of an event that blocks off a portion of Elm St and some of its connecting side streets to raise money for local community charities and children sponsorships/camperships. This year I would like to have a \$5 charge for admissions to our event with children under 12 for free. I had spoken to Mayor Gatsas last week and he said he did not know of any ordinance that would prevent me from charging for admissions. We would handle this issue the same way that the Hampton Chamber of Commerce runs their Seafood Festival in September. We would man all the access points to our event to collect our fees. We can also provide wrist bands for all employees of all the local downtown merchants. Even though we are asking for a \$5 admission fee, we will not force anyone to pay, which is the same mind set that the Seafood Festival has. They figure that a little less than 50% actually pay to get in but without this fee they could not put on their event.

Thank you for your help in this matter,

Normand Lavigne

137 Theresa Ct

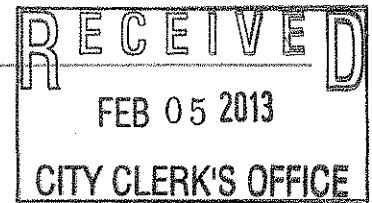
Manchester, NH 03103

Cell: (603) 315-4732

THE FOUR-WAY TEST "Of the things we think, say or do"

1st Is it the **TRUTH**? 2nd Is it **FAIR** to all concerned? 3rd Will it build **GOODWILL** and **BETTER FRIENDSHIPS**? 4th Will it be **BENEFICIAL** to all concerned? 8.1

From: julie mainville [mailto:jewlsm1@gmail.com]
Sent: Tuesday, February 05, 2013 4:51 PM
To: Normand, Matthew
Subject: Dan's City



Good Afternoon Matt,

I am formally requesting to have a hearing before the committee on administration regarding the denial of the City Of Manchester Towing Contract for years 2012-2014

Sincerely,

Dan Genest

Chief of Police
David J. Mara

Assistant Chief
Gary T. Simmons



Commission:
Richard M. Bunker
Woodard H. Lett
William M. Clifford
Eva Castillo-Turgeon
Mark E. Roy

CITY OF MANCHESTER

Police Department

Dan's City Used Cars, Inc.
dba Dan's City Auto Body & Towing
272 Sheffield Rd
Manchester, NH 03103

January 28, 2013

Mr. Daniel Genest,

I am writing to inform you that Dan's City Auto Body & Towing will not be considered for inclusion, as a tow contractor, under the City of Manchester Police Department tow contract for 2012-2014. As you may be aware, the City is the sole determinant in the award of tow company contracts. Contractors to the towing agreement are expected to maintain positive working relationships with members of the Manchester Police Department and exhibit high professional standards, in accordance with our agency's stated mission. After review of your application and with careful consideration of your history with the Manchester Police Department and its employees, it was determined that your company would be excluded from further consideration.

At this time I would like to thank you for taking part in the application process. Should you have any questions, I would refer you to the City Solicitors office at (603) 624-6523.

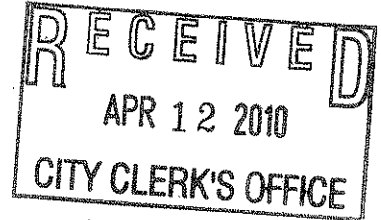
Sincerely,

Lt. James M. Flanagan
Manchester Police Department
Traffic Division

Michael L. Briggs Public Safety Building
405 Valley Street • Manchester, New Hampshire 03103 • (603) 668-8711 • FAX: (603) 668-8941
E-mail: ManchesterPD@manchesternh.gov • Website: www.manchesterpd.com

A NATIONALLY ACCREDITED LAW ENFORCEMENT AGENCY





Mayor Gatsas,

My team and I would like to thank you for the opportunity to discuss SubItUp.com and its impact on the Manchester Police Department.

We would like to give a twenty to thirty minute presentation to the Committee on Administration at their earliest convenience. The goal of this presentation will be to outline SubItUp's functionality, address any questions and discuss scalability, integration and any other technical concerns.

We thank you in advance for your consideration.

A handwritten signature in black ink, appearing to be "R. Cote".

Robert Cote
President, Brattle Consulting Group, Inc.

*Police Captain F. Tisdell Sign #12
Committee on Administration
August 30, 2010*

Mara, David

From: Hopkins, Jonathan

Sent: Tuesday, April 20, 2010 12:14 PM

To: Mara, David

Chief,

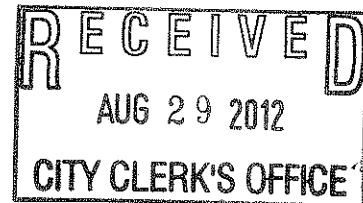
Sub It Up program in my opinion has been successful. We are the first police department to sign onto the system and have been the test market for the program. As with any new product there have been several small items that have needed to be tweaked to make the program do what we want it to do. The system continues to evolve and I do not believe it has reached its total potential.

We currently use the program to process all swaps and other time off request in the patrol division. We also use it to schedule all shifts for four month periods. The rosters are updated automatically as the time off is approved in the system. It is hard to tell if the system has saved us money and I do not believe it has at this point. What it has done however, is made time off request manageable by providing a clear record of the request. It provides us with information as to when request were made, who made them and how many swap are being done per month. This has made it easier for the OIC's to manage their shifts and manpower.

In my opinion the Sub It Up system is a good product and we should continue to use and evaluate it.

Capt. Hopkins

Tabled 9/18/12



CITY OF MANCHESTER

Theodore L. Gatsas

Mayor

August 29, 2012

The Hon. Board of Alderman
c/o City Clerk
One City Hall Plaza
Manchester, NH 03101

RE: Water Shutoff for non-payment of EPD bill

Dear Honorable Board of Aldermen,

I would respectfully request that the Board of Aldermen reconsider the decision regarding the shutoff of city water service for non-payment of city sewer bills.

Recently there was a fire at 333 Central Street where an absentee landlord continued to pay his water bill and neglected to pay his sewer bill. Since the fire in mid-August the building has been condemned and the city will be unable to recover the money owed to the Environment Protection Division (EPD) for sewer service. The current amount owed to EPD for sewer service at the 333 Central Street property is approximately \$6,000. The last payment made by the property owner for EPD service at this property was on July 24, 2009.

I have attached a statement, which includes property taxes and sewer delinquencies, for all properties owned by CGL properties (the current owner of 333 Central Street) in the City of Manchester.

Thank you in advance for your consideration of this matter.

Regards,

Theodore L. Gatsas
Mayor

In Board of Mayor and Aldermen
Date: 9/04/12
On motion of Ald. O'Neil
Seconded by Ald. Arnold
Voted to refer to the Committee on
Administration/Information Systems.

Account description	Property address/description				
Owner name	Tax account ID Roll				
Yr P Billed amt	Tax due	Pen/int	Other +/-	Costs	Total due
		Per diem	Per diem		

0056 -0036			333 CENTRAL		
CGL PROPERTIES, LLC			3504 RE REAL ESTATE TAX		
2008 8L	4476.89	4449.39	2656.39	.00	27.50 7133.28
			2.19	.00	
2009 8L	8964.58	8937.08	3762.71	.00	27.50 12727.29
			4.41	.00	
2010 8L	8977.38	8949.88	2131.14	.00	27.50 11108.52
			4.41	.00	
2011 8L	7623.50	7596.00	471.85	.00	27.50 8095.35
			3.74	.00	
2012 1	3519.09	3519.09	65.99	.00	.00 3585.08
			1.16	.00	
Property totals	33,451.44			.00	42,649.52
	33,561.44	9,088.08		110.00	
Total per diem:		15.91		.00	

0056 -0036			333 CENTRAL		
CGL PROPERTIES, LLC			103504 WW WASTE WATER DELQ		
2009 8L	1150.74	1123.24	388.18	.00	27.50 1538.92
			.55	.00	
2010 8L	2112.23	2084.73	359.72	.00	27.50 2471.95
			1.03	.00	
2011 1	500.32	482.32	82.04	.00	18.00 582.36
			.16	.00	
2011 2	271.73	271.73	38.08	.00	.00 309.81
			.09	.00	
2011 3	282.14	282.14	31.10	.00	.00 313.24
			.09	.00	
2011 4	226.62	226.62	18.19	.00	.00 244.81
			.07	.00	
2012 1	483.40	483.40	24.33	.00	.00 507.73
			.16	.00	
Property totals	4,954.18			.00	5,968.82
	5,027.18	941.64		73.00	
Total per diem:		2.15		.00	

0102 -0015			59 LAUREL		
CGL PROPERTIES, LLC			6832 RE REAL ESTATE TAX		
2008 8L	94.60	67.10	40.06	.00	27.50 134.66
			.03	.00	
2009 8L	146.57	119.07	50.13	.00	27.50 196.70
			.06	.00	
2010 8L	146.72	119.22	28.39	.00	27.50 175.11
			.06	.00	
2011 8L	210.65	183.15	11.38	.00	27.50 222.03
			.09	.00	
2012 1	79.06	79.06	1.48	.00	.00 80.54
			.03	.00	
Property totals	567.60			.00	809.04
	677.60	131.44		110.00	
Total per diem:		.27		.00	

0102 -0016			51 LAUREL		
CGL PROPERTIES, LLC			6834 RE REAL ESTATE TAX		
2008 8L	3632.10	3604.60	2152.03	.00	27.50 5784.13
			1.78	.00	
2009 8L	7281.54	7254.04	3054.11	.00	27.50 10335.65
			3.58	.00	
2010 8L	7291.95	7264.45	1729.80	.00	27.50 9021.75
			3.58	.00	
2011 8L	6683.09	6655.59	413.43	.00	27.50 7096.52
			3.28	.00	
2012 1	3098.56	3098.56	58.11	.00	.00 3156.67
			1.02	.00	
Property totals	27,877.24			.00	35,394.72
	27,987.24	7,407.48		110.00	
Total per diem:		13.24		.00	

Account description				Property address/description			
Owner name				Tax account ID Roll			
Yr	P	Billed amt	Tax due	Pen/int	Other +/-	Costs	Total due
				Per diem	Per diem		
0102 -0016				51 LAUREL			
CGL PROPERTIES, LLC				106834 WW WASTE WATER DELQ			
2009	8L	557.44	529.94	183.14	.00	27.50	740.58
				.26	.00		
2010	8L	1725.07	1697.57	292.92	.00	27.50	2017.99
				.84	.00		
2011	1	225.49	217.49	36.99	.00	8.00	262.48
				.07	.00		
2011	2	223.15	223.15	31.28	.00	.00	254.43
				.07	.00		
2011	3	247.44	247.44	27.27	.00	.00	274.71
				.08	.00		
2011	4	275.20	275.20	22.09	.00	.00	297.29
				.09	.00		
2012	1	275.20	275.20	13.85	.00	.00	289.05
				.09	.00		
Property totals		3,465.99			.00		4,136.53
		3,528.99		607.54		63.00	
Total per diem:				1.50	.00		
0631 -0006				459 GRANITE			
CGL PROPERTIES, LLC				39982 RE REAL ESTATE TAX			
2008	8L	3076.59	3049.09	1820.38	.00	27.50	4896.97
				1.50	.00		
2009	8L	6161.10	6133.60	2582.38	.00	27.50	8743.48
				3.02	.00		
2010	8L	6169.91	6142.41	1462.62	.00	27.50	7632.53
				3.03	.00		
2011	8L	5308.08	5280.58	328.02	.00	27.50	5636.10
				2.60	.00		
2012	1	2451.83	2451.83	45.98	.00	.00	2497.81
				.81	.00		
Property totals		23,057.51			.00		29,406.89
		23,167.51		6,239.38		110.00	
Total per diem:				10.96	.00		
0631 -0006				459 GRANITE			
CGL PROPERTIES, LLC				139982 WW WASTE WATER DELQ			
2009	8L	528.86	501.36	173.27	.00	27.50	702.13
				.25	.00		
2010	8L	1368.85	1341.35	231.45	.00	27.50	1600.30
				.66	.00		
2011	1	312.14	304.14	48.93	.00	8.00	361.07
				.10	.00		
2011	2	269.06	269.06	35.23	.00	.00	304.29
				.09	.00		
2011	3	279.47	279.47	28.23	.00	.00	307.70
				.09	.00		
2011	4	373.16	373.16	26.52	.00	.00	399.68
				.12	.00		
2012	1	352.34	352.34	14.49	.00	.00	366.83
				.12	.00		
Property totals		3,420.88			.00		4,042.00
		3,483.88		558.12		63.00	
Total per diem:				1.43	.00		
Grand totals:		96,794.84			.00		122,407.52
		97,433.84		24,973.68		639.00	
Per diem:				45.46	.00		

Interest amounts shown above are calculated as of 8/29/2012



CITY OF MANCHESTER

Theodore L. Gatsas

Mayor

December 31, 2012

Honorable Board of Aldermen
c/o City Clerk
One City Hall Plaza
Manchester, NH 03101

RE: 2013 Farmers Market

Dear Honorable Board of Aldermen,

I would respectfully request that the Board of Aldermen consider closing Hanover Street from the Citizens Bank alley entry to Elm Street on Thursday's for the Farmer's Market. Over the course of the past year the Farmer's Market has worked to overcome several challenges. One challenge that has been brought to my attention is the location of the market. With a more centralized location the market would see increased visibility and foot traffic. The alternative location would also bring the public to the downtown.

Thank you in advance for your consideration. Should you have any questions please feel free to contact me.

Regards,

Theodore L. Gatsas
Mayor

cc: Matthew Normand, City Clerk

In Board of Mayor and Aldermen

Date: 01/07/13

On motion of Ald. O'Neil

Seconded by Ald. Ludwig

Voted to refer to the Committee on

Administration/Information Systems.

City Clerk



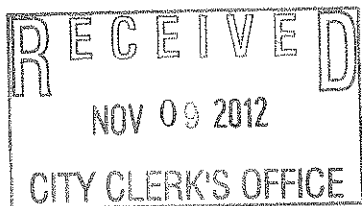
CITY OF MANCHESTER
PLANNING AND COMMUNITY DEVELOPMENT

Planning and Land Use Management
Building Regulations
Community Improvement Program
Zoning Board of Adjustment

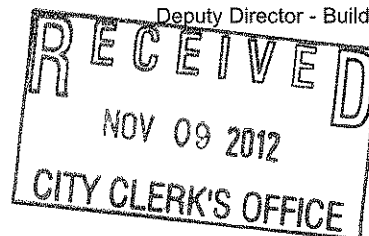
Leon L. LaFreniere, AICP
Director

Pamela H. Goucher, AICP
Deputy Director - Planning & Zoning


Matthew M. Sink
Deputy Director - Building Regulations



MEMORANDUM



To: Alderman Phil Greazzo, Chairman
Committee on Administration/Information

From: Leon L. LaFreniere, AICP 
Planning Director

Date: November 9, 2012

Subject: Revisions to the Zoning Ordinance regarding the Keeping of Chickens

Enclosed please find a copy of research material requested by the committee that staff has assembled regarding the keeping of chickens as pets. In addition to the information collected from other communities, staff solicited comments from the Director and staff of the City's Health Department.

Also enclosed for consideration by the committee is a "Draft" of proposed changes to the City's Zoning Ordinance which would allow for the keeping of chickens as pets in residential zones. In reviewing this proposal, please keep in mind that certain restrictions would apply, both for the protection of neighbors as well as the protection of the chickens. We have stamped this proposal "Draft" because we would expect that, seeing this for the first time, some committee members may propose changes and we welcome the input.

I will be available at your next committee meeting to review the enclosed revisions.

“Amending the Zoning Ordinance of the City of Manchester by adding a new accessory use category for “The Keeping of Chickens as Pets”, as well as identifying Zoning Districts where this use is permitted, and providing for supplementary regulations pertaining to the establishment of this use, and associated references applicable thereto.”

Section 1. Amending the Zoning Ordinance of the City of Manchester 5.11 Table of Accessory Uses, as follows:

Add “**The Keeping of Chickens as Pets**” as a new item **L(10)**.

Insert “**P**” in new Accessory Use L(10) The Keeping of Chickens as Pets under the “**R-S**”, “**R-1A**”, “**R-1B**”, “**R-2**”, “**R-SM**” and “**R-3**” Zoning District columns, and insert “-” under all other Zoning Districts.

Add “**8.30**” in new Accessory Use 5.11 L(10) The Keeping of Chickens as Pets under the Supplementary column.

Section 2. Amending the Zoning Ordinance of the City of Manchester Article 8 Supplementary Regulations for Specific Uses, as follows:

Add a new Section **8.30** entitled “**The Keeping of Chickens as Pets**” as follows:

“Chickens kept as pets by the residents of a dwelling unit shall be maintained in accordance with all applicable City of Manchester Ordinances and regulations, New Hampshire RSA 644:8 Cruelty to Animals, as well as the following provisions:

- (a) *Purpose.* It is the intent of this Section to allow for the keeping of domestic chicken hens in residential areas for the sole use and enjoyment of the residents of the lot on which such animals are kept. It is also the intent of this Section to protect and promote the health, safety, and welfare of residents by not allowing chickens of a number and type that would otherwise constitute a nuisance or menace to the public health and safety or cause a disturbance of the peace in neighborhoods.
- (b) *Locations Allowed.* Domestic chickens are allowed as an accessory use on any lot which is at least 7,500 square feet in size, is located in the R-S, R-1A, R-1B, R-2, R-SM, and R-3 zoning districts, and which contains a detached single family home.
- (c) *Number and Type of Chickens Allowed.* Up to six (6) chicken hens of any breed may be kept. Roosters are prohibited.
- (d) *Limitations.* The keeping of chickens shall be for personal use only and the owner of the hens must be a resident of the dwelling situated on the lot where they are kept. No person shall sell eggs or engage in chicken breeding, slaughtering or any commercial activity related to the keeping of the hens.

- (e) *Henhouses and Fenced Areas Required.* All hens shall be kept within structures and fenced areas and shall not be permitted to roam free nor to be kept or raised within the single family dwelling. Structures and fenced areas for hens must be located in side or rear yards and must be set back a minimum of twenty (20) feet from property lines. Henhouses and fenced areas must meet the following standards:
- (1) Henhouses and fenced areas must, at all times, adequately contain the hens, provide them with adequate ventilation, be kept in a neat and sanitary condition, and be maintained in a manner that will not disturb the use or enjoyment of neighboring lots due to noise, odor or other adverse impact. The henhouse must provide a minimum of three (3) square feet per hen; and
 - (2) Henhouses and fenced enclosures shall be no more than six (6) feet in height, be enclosed on all sides, and shall provide adequate protection for the hens from weather and wild or domestic animals; and
 - (3) The henhouse must be located upon a permeable surface that prevents waste runoff and the materials used in making the henhouse shall be uniform for each element of the structure. The use of scrap material shall be prohibited; and
 - (4) All chicken feed must be securely stored and protected from the elements; and
 - (5) All stored manure shall be composted in a fully enclosed structure or container and no more than three (3) cubic feet of composting manure shall be stored on the involved lot. All other manure not used for composting or fertilizing shall be removed from the property."

Section 3. Amending the Zoning Ordinance of the City of Manchester Table of Contents, as follows:

Add, under ARTICLE 8. Supplementary Regulations for Specific Uses, a new item **"8.30 The Keeping of Chickens as Pets"**.

Section 4. This Ordinance shall take effect upon its passage.

Research Report

On the

Keeping of Chickens

As a

Residential Use

Keeping of Chickens as Residential Use Matrix

City/Town	Population	Type of Regulation	Note	Applicable Area	Minimum Lot Area (MLA)	Maximum Chickens	Rooster Allowed	Coop Regs	Permit Needed
Amherst, NH	11,201	"Right to Farm" Ordinance	"The right to farm shall... include... raising of... fowl"	Townwide - smallest residential zone is 2.0 acres MLA	NA	No stated max	Yes	NH Ag BMP	No
Barrington, RI	16,310	Town Ordinance	Residential lot must have dwelling(s)	All residential zones - smallest residential zone is 10,000 s.f.	NA	6	Yes	Yes	Yes
Bedford, NH	21,203	Zoning Ordinance	"... poultry raising"	Residential & Agricultural (RA) district	1.5 acres	No stated max	Yes	No	No
Concord, NH	42,695	City Ordinance	Specifically allows "keeping of domestic female chickens on a lot less than one acre in size"	Lois w/ single family detached dwelling	NA	5	No	Yes	No
Derry, NH	33,109	Zoning Ordinance	"Production or sale of farm produce... shall be allowed, provided that such use is not injurious, noxious or offensive to the neighborhood."	Medium Density Residential (MDR) district	1 acre	No stated max	Yes	No	No
				Low-Medium Density Residential (LMDR) district	2 acres	No stated max	Yes	No	No
				Low Density Residential (LDR) district	3 acres	No stated max	Yes	No	No
Dover, NH	29,987	Zoning Ordinance	"Farm Animals for Family Use" on lot w/ 1- or 2-family dwelling is allowed	Rural Residential (R-40) district	40,000 s.f.	6	No	Yes	No
				Low-Density Residential (R-20) district	20,000 s.f.	6	No	Yes	No
				Medium-Density Residential (R-12) district	12,000 s.f.	6	No	Yes	No
				Suburban Density Multi-Residential (RM4-SU) district	20,000 s.f.	6	No	Yes	No
				Urban Density Multi-Residential (RM-U) district	10,000 s.f.	6	No	Yes	No
				Neighborhood Business (B-1) district	10,000 s.f.	6	No	Yes	No
				Office (O) district	10,000 s.f.	6	No	Yes	No
Keene, NH	23,409	Zoning Ordinance	"Noncommercial raising of farm animals" is allowed use	Low Density (LD) zone	10,000 s.f.	No stated max	Yes	No	No
				Low Density-1 (LD-1) zone	1 acre	No stated max	Yes	No	No
				Medium Density (MD) zone	8,000 s.f.	No stated max	Yes	No	No
Londonderry, NH	24,129	Zoning Ordinance	"Agriculture" is an allowed use	Agricultural-Residential (A-R1) district	2 acres	No stated max	Yes	No	No
				Residential (R-3) district	2 acres	No stated max	Yes	No	No
Nashua, NH	88,494	Zoning Ordinance	"poultry" is an allowed use	Rural Residential (R-40) zone	40,000 s.f.	6	Yes	Yes	Yes
				Suburban Residential (R-30) zone	30,000 s.f.	6	Yes	Yes	Yes
				Suburban Residential (R-18) zone	18,000 s.f.	6	Yes	Yes	Yes
Portland, ME	68,194	City Ordinance	"Domesticated chickens" allowed	Townwide on residential lots	NA	6	No	Yes	Yes
Portsmouth, NH	21,223	Zoning Ordinance	"Keeping of farm animals" is an allowed use	Rural Residential (C) zone	5 acres	No stated max	Yes	No	No
				Single Residential A (SRA) zone	1 acre	No stated max	Yes	No	No
				Single Residential B (SRB) zone	15,000	No stated max	Yes	No	No
Providence, RI	178,042	City Ordinance	"Chicken hares" are allowed on any lot w/ dwelling	Citywide	NA	1 hen per 800 s.f. of total lot area	No	Yes	No
Worcester, MA	181,045	NA	No rules in place yet - keeping of chickens as a residential use is currently under study						

Research as of 10 October 2012

Amherst Zoning Ordinance

City population = 11,201 (2010 US Census)

Right to Farm Ordinance

Section 3.12 Farming

Intent: In keeping with the goals of the Master Plan, a **Right to Farm Ordinance** is hereby written to encourage and protect farms and farming in the Town of Amherst. In order to protect the existing farms in the Town of Amherst and to encourage others who might want to farm, it is recognized that "the right to farm" is a natural right and is allowed to exist as a permitted use in the Town of Amherst and State Health and Sanitary Codes for intensive fowl and livestock farms.

The right to farm as used in this Ordinance includes use of necessary equipment, farm machines, farm labors, application of fertilizers etc., for the purpose of producing agricultural products such as vegetables, grains, hay, fruit, trees, plants, etc. The right to farm shall also include the right to use land for grazing by animals and raising of livestock and fowl, when conducted in accordance with generally accepted agricultural practices and may take place on holidays, Sundays, weekends, night and day. (3-13-84)

Agricultural operations and Equestrian operations shall be conducted in accordance with the MANUAL OF BEST MANAGEMENT PRACTICES (BMP) FOR AGRICULTURE IN NEW HAMPSHIRE published by the New Hampshire Department of Agriculture, Markets, and Food. (3.8.05)

Two (2) signs totaling twelve (12) square feet are permitted for farm stands.

Barrington, Rhode Island Chicken Ordinance

City population = 16,310 (2010 US Census)

CHAPTER 67. ANIMALS

§67-1. Definitions

House Lot.

A "House Lot" shall mean one or more parcels of land which are contiguous and are under the same ownership according to the Tax Assessor's records and which are zoned residential or are residential as a legal non-conforming use pursuant to the zoning ordinance.

§67-19. Maximum Chicken Hens Permitted.

- (1) The owner of any House Lot containing at least one (1) dwelling may keep or permit to be kept on the House Lot no more than six (6) chicken hens.
- (2) Subsection (1) of this chapter shall be construed to prohibit the raising and/or keeping of roosters.
- (3) All chicken hens must be provided with both a hen house (coop) and a fenced outdoor enclosure, subject to the following provisions:
 - a) The hen house must be covered, predator resistant and well-ventilated; it shall be no more than eight (8) feet high, no more than 64 sq. ft.
 - b) The fence made of chicken wire or a stronger substance shall be no more than six (6) feet in height;
 - c) The hen house must provide a minimum of two (2) square feet per chicken hen;
 - d) The hen house must be kept clean, dry, and sanitary at all times;
 - e) The hen house must be located upon a permeable surface that prevents waste run-off;
 - f) The fenced enclosure must adequately contain the chicken hens at all times;
 - g) The fenced enclosure must be kept clean and sanitary at all times;
 - h) The hen house must provide the chicken hens with adequate protection from the elements and inclement weather and provide for the chicken hens good health and prevent any unnecessary or unjustified suffering;
 - i) The hen house shall not be built onto any shared fence;

- j) The setbacks for the hen house and enclosed area shall be those for the principal dwelling located on the House Lot (*see table below*).
- (4) No chicken hens may be kept or raised within the dwelling.
- (5) The owner of the hen(s) must be a resident of the dwelling located on the House Lot.
- (6) The raising of chicken hens shall be restricted to back yards or side yards; chicken hens shall not be permitted, at any time, on the part of the property directly abutting a main road.
- (7) The keeping of chicken hens pursuant to this section shall be primarily for the purpose of raising chicken hens and collecting the eggs produced thereof; this section shall not be construed to allow for the commercial slaughter and sale of any chicken hens for any purpose.
- (8) Necessary euthanasia of chicken hens shall be performed by a veterinarian licensed to practice in the State of Rhode Island.
- (9) This section shall be subject to the nuisance provisions of Section 67-8.
- (10) The Town Manager, on the advice of the animal control officer, shall promulgate a registration process as a condition precedent to the construction of hen houses and keeping of chicken hens. Such registration shall include:
- Inspection and approval of the construction plans by the Building Official
 - Payment of a fee to be set by the Town Council each year.

Dimensional Requirements

	R-40	R-25	R-10	NB
Minimum depth rear yard	30 feet	25 feet	20 feet	20 feet
Minimum width side yards	18 ft. or 10% of The frontage (the Greater of)	14 ft. or 10% of the frontage (the greater of)	9 ft. or 10% of the frontage (the greater of)	15 ft. or 10% of the frontage (the greater of)
Max building lot coverage	15%	20%	25%	30%

Bedford Zoning Ordinance

City population = 21,203 (2010 US Census)

“Livestock and poultry raising”

Permitted in:

Residential and Agricultural (RA) (Min. Lot Area = 1.5 acres)

+ + + + +

Burlington, Vermont

City population = 42,417 (2010 US Census)

Fowls are not regulated.

28-5-50 - Keeping of Chickens as Pets Accessory to a Residential Use.

Chickens kept as pets by the residents of a dwelling unit shall be kept in accordance with all applicable City Ordinances and regulations, RSA 644:8, Cruelty to Animals, as well as the following provisions:

- (a) *Purpose.* It is the intent of this Section to allow for the keeping of domestic female chickens on a lot less than one acre in size for the sole use and enjoyment of the residents of the lot on which such animals are kept, while at the same time to protect and promote the health, safety, and welfare of residents of neighborhoods by not allowing chickens of a number and type that would otherwise constitute a nuisance or menace to the public health and safety or cause a disturbance of the peace in neighborhoods.
- (b) *Number and Type of Chickens Allowed.* Up to five (5) chickens of any breed may be kept on a lot less than one acre in size. Only female chickens are allowed to be kept. Male chickens are prohibited.
- (c) *Limitations.* The keeping of chickens shall be accessory to and on the premises of a single-family detached dwelling and shall be for personal use only. No person shall sell eggs or engage in chicken breeding or any commercial activity related to the keeping of the chickens. On-site slaughtering of chickens is prohibited.
- (d) *Henhouses and Fenced Areas Required.* All chickens kept or raised accessory to a residential use shall be kept within structures and fenced areas and not be permitted to roam free. Structures and fenced areas for chickens, and manure storage areas must be located in side or rear yards and shall not be located within thirty (30) feet of any lot line and must meet the following standards:
 - (1) Henhouses and enclosures must provide adequate ventilation, be kept in a neat and sanitary condition at all times, and in a manner that will not disturb the use or enjoyment of neighboring lots due to noise, odor or other adverse impact.
 - (2) Henhouses and enclosures shall be enclosed on all sides and shall provide adequate protection for the chickens from weather and wild or domestic animals.
 - (3) The materials used in making the henhouse shall be uniform for each element of the structure and the use of scrap material shall be prohibited.
 - (4) All stored manure shall be covered by a fully enclosed structure or container. No more than three (3) cubic feet of manure shall be stored. All other manure not used for composting or fertilizing shall be removed from the property.

Derry Zoning Ordinance

City population = 33,109 (2010 US Census)

“Production or sale of farm produce by residents of the district. The production or sale of farm produce, as permitted above, shall be allowed, provided that such use is not injurious, noxious or offensive to the neighborhood.”

Permitted in:

Medium Density Residential (MDR) District (Min. Lot Area = 1 acre)
Low-Medium Density Residential (LMDR) District (Min. Lot Area = 2 acres)
Low Density Residential (LDR) District (Min. Lot Area = 3 acres)

+ + + + +

Dover Zoning Ordinance

City population = 29,987 (2010 US Census)

“**Farm Animals for Family Use** means animals commonly raised and kept by a family for non-commercial purposes on a lot containing a one or two family dwelling.

Use is allowed on the portion of the lot that is behind the principal structure, provided the following standards are met: Chickens: No more than six (6) chickens and no roosters, with three (3) square feet of chicken coop and twenty (20) square feet of a fenced enclosure yard per chicken; all coops and enclosures shall be twenty (20) feet from any property line.”

Permitted in:

Rural Residential (R-40) District (Min. Lot Area = 40,000 s.f.)
Low-Density Residential (R-20) District (Min. Lot Area = 20,000 s.f.)
Medium-Density Residential (R-12) District (Min. Lot Area = 12,000 s.f.)
Suburban Density Multi-Residential (RM-SU) District (Min. Lot Area = 20,000 s.f.)
Urban Density Multi-Residential (RM-U) District (Min. Lot Area = 10,000 s.f.)
Neighborhood Business (B-1) District (Min. Lot Area = 10,000 s.f.)
Office (O) District (Min. Lot Area = 10,000 s.f.)

+ + + + +

Hudson Zoning Ordinance

City population = 24,467 (2010 US Census)

“Use of land for the primary purpose of agriculture, horticulture, floriculture, or viticulture on a parcel of more than five acres in area.”

Permitted in: All zoning districts

Keene Zoning Ordinance

City population = 23,409 (2010 US Census)

“Noncommercial raising of farm animals”

Permitted in:

Low Density (LD) zone (Min. Lot Area = 10,000 s.f.)
Low Density-1 (LD-1) zone (Min. Lot Area = 1 acre)
Medium Density (MD) zone (Min. Lot Area = 8,000 s.f.)

+ + + + +

Londonderry Zoning Ordinance

City population = 24,129 (2010 US Census)

“Agriculture”

Permitted in:

Agricultural-Residential (A-R1) District
Residential (R-3) District

2.3.1.4.1 “Agricultural livestock, poultry, and horses will not be permitted except on lots containing two acres or more. All buildings, runs, pens, and kennels (excluding pastures) will be located a minimum of 25 feet from any property line.”

+ + + + +

Nashua Zoning Ordinance

City population = 86,494 (2010 US Census)

“Livestock, horses and poultry, . . .”

Permitted in:

R-40 (Rural Residential) zone – Min. Lot Size = 40,000 s.f.
R-30 (Suburban Residential) zone – Min. Lot Size = 30,000 s.f.
R-18 (Suburban Residential) zone – Min. Lot Size = 18,000 s.f.

Portland, Maine Chicken Ordinance

City population = 66,194 (2010 US Census)

Maximum chickens allowed: 6

Roosters allowed: No

Permit Required: Yes

Coop restrictions: Must be 100 feet from any residential property or street border

CHAPTER 5 City of Portland Animals & Fowl Code of Ordinances

Chapter 5 Sec. 5-1 Rev. 7-01-09 5-1

Chapter 5 ANIMALS AND FOWL*

ARTICLE IV. KEEPING OF DOMESTICATED CHICKENS

Sec. 5-400. Purpose. The purpose of this article is to provide standards for the keeping of domesticated chickens. It is intended to enable residents to keep a small number of female chickens on a non-commercial basis while creating standards and requirements that ensure that domesticated chickens do not adversely impact the neighborhood surrounding the property on which the chickens are kept. (Ord. No. 152-08/09, 2-18-09)

Sec. 5-401. Permit required.

(a) An annual permit is required for the keeping of any domesticated chickens. The annual permit is personal to the permittee and may not be assigned.

(b) The fee for an annual permit to keep chickens is twenty-five dollars (\$25.00).

(c) An applicant for a permit to keep chickens must demonstrate compliance with the criteria and standards in this Article in order to obtain a permit. (Ord. No. 152-08/09, 2-18-09)

Sec. 5-402. Number and type of chickens allowed.

(a) The maximum number of chickens allowed is six (6) per lot regardless of how many dwelling units are on the lot.

(b) Only female chickens are allowed. There is no restriction on chicken species. (Ord. No. 152-08/09, 2-18-09)

Sec. 5-403. Non-commercial use only. Chickens shall be kept as pets and for personal use only; no person shall sell eggs or engage in chicken breeding or fertilizer production for commercial purposes. The slaughtering of chickens is prohibited. (Ord. No. 152-08/09, 2-18-09) Sec. 5-404. Enclosures. 5-14 City of Portland Animals & Fowl Code of Ordinances Chapter 5

Sec. 5-404 Rev. 3-20-09

(a) Chickens must be kept in an enclosure or fenced area (chicken pen) at all times during daylight hours. Enclosures must be clean, dry, and odor-free, kept in a neat and sanitary

condition at all times, in a manner that will not disturb the use or enjoyment of neighboring lots due to noise, odor or other adverse impact. The chicken pen must provide adequate sun and shade and must be impermeable to rodents, wild birds, and predators, including dogs and cats. It shall be constructed with sturdy wire fencing buried at least 12 in the ground. The pen must be covered with wire, aviary netting, or solid roofing. The use of chicken wire is not permitted.

(b) Chickens shall be secured within a henhouse during non-daylight hours.

(1) Any henhouse shall be at least twenty-five (25) feet from any residential structure or any other premises on any adjacent lots. The structure shall be enclosed on all sides and shall have a roof and doors. Access doors must be able to be shut and locked at night. Opening windows and vents must be covered with predator and bird-proof wire of less than one (1) inch openings. The use of scrap, waste board, sheet metal, or similar materials is prohibited. The henhouse must be well-maintained.

(2) Henhouses shall only be located in rear yards, and shall meet zoning setbacks applicable to detached accessory structures. For a corner lot or other property where no rear yard exists, a side yard may be used as long as the setbacks for structures generally applicable in the zoning district are met. In no case may a henhouse be placed in the front yard. Henhouses are not allowed to be located in any part of a home. (Ord. No. 152-08/09, 2-18-09)

Sec. 5-405. Odor and noise impacts.

(a) Odors from chickens, chicken manure, or other chicken-related substances shall not be perceptible at the property boundaries.

(b) Perceptible noise from chickens shall not be loud enough at the property boundaries to disturb persons of reasonable sensitivity. 5-15 City of Portland Animals & Fowl Code of Ordinances Chapter 5 Sec. 5-405 Rev. 3-20-09 (Ord. No. 152-08/09, 2-18-09)

Sec. 406. Lighting. Only motion-activated lighting may be used to light the exterior of the henhouse. (Ord. No. 152-08/09, 2-18-09)

Sec. 407. Predators, rodents, insects, and parasites. The property owner and/or chicken owner shall take all necessary action to reduce the attraction of predators and rodents and the potential infestation of insects and parasites that may result in unhealthy conditions to human habitation may be removed by the City, through the animal control officer, or any other designee, and the cost of the same shall be borne by the property owner and/or chicken owner. (Ord. No. 152-08/09, 2-18-09)

Sec. 408. Feed and water. Chickens must be provided with access to feed and clean water at all times; such feed and water shall be unavailable to rodents, wild birds and predators. (Ord. No. 152-08/09, 2-18-09)

Sec. 409. Waste storage and removal. Provision must be made for the storage and removal of chicken manure. All stored manure shall be covered by a fully enclosed container. No more than one, twenty gallon container of manure shall be stored on any one property housing chickens. All other manure shall be removed. In addition, the henhouse, chicken pen and surrounding area must be kept free from trash and accumulated droppings. Uneaten feed shall be removed in a timely manner. (Ord. No. 152-08/09, 2-18-09)

Sec. 410. Fees for reinspections. Following the city's issuance of a notice of violation of the requirements hereunder and an order to correct violations, the city will reinspect at the expense of seventy five dollars (\$75.00) to the property owner and/or chicken owner to determine whether the violations have been fixed in compliance with this article. Failure to correct the violation shall result in a penalty imposed pursuant to sec. 4-411 below in addition to the reinspection fee. If the violations have not been fixed in 5-16 City of Portland Animals & Fowl Code of Ordinances Chapter 5 Sec. 5-410 Rev. 3-20-09 compliance with this chapter, the violator shall be assessed a reinspection fee of one hundred and fifty dollars (\$150.00) for each subsequent reinspection. Failure to pay the assessment for reinspection shall create a lien on the property of the violator and the assessment and lien shall be collected and enforced pursuant to section 1-16. (Ord. No. 152-08/09, 2-18-09)

Sec. 411. Penalty. In addition to any other enforcement action which the city may take, violation of any provision of this article shall be a civil violation and a fine of one-hundred dollars (\$100.00) may be imposed. Each day that a violation continues will be treated as a separate offense. This penalty is in addition to any expense for reinspection of the property. (Ord. No. 152-08/09, 2-18-09)

Sec. 412. Revocation of permit. A permit to keep chickens may be revoked where there is a risk to public health or safety or for any violation of or failure to comply with any of the provisions of any other applicable ordinance or law. (Ord. No. 152-08/09, 2-18-09)

Sec. 413. Removal of chickens. In addition to the penalty stated in §4-411, any violation of the provisions of this article shall be grounds for an order from the city to remove the chickens and the chicken-related structures. The health inspector, health officer, or animal control officer may order the removal of the chickens upon a determination that the chickens pose a health risk. If a chicken dies, it must be disposed of promptly in a sanitary manner. (Ord. No. 152-08/09, 2-18-09)

Sec. 414. Separability. In the event that any section, subsection or portion of this article shall be declared by any competent court to be invalid for any reason, such decision shall not be deemed to affect the validity of any other section, subsection or portion of this article. 5-17 An annual permit and fee of \$25 is required to keep up to 6 hens. No roosters allowed. Chickens must be kept in enclosure and no closer than 100 ft to any other property lines.

Portsmouth Zoning Ordinance

City population = 21,233 (2010 US Census)

“Keeping of Farm Animals”

Permitted in:

R (Rural Residential) zone – Min. Lot Size = 5 acres

SRA (Single Residential A) zone – Min. Lot Size = 1 acre

SRB (Single Residential B) zone – Min. Lot Size = 15,000 s.f.

+ + + + +

Salem Zoning Ordinance

City population = 28,776 (2010 US Census)

“Farming and agricultural activities, as defined and restricted by RSA 21:34-a; forestry; the keeping of cows, goats, sheep, horses, and other domestic non-commercial livestock (excluding the keeping of pigs); greenhouses and nurseries as defined in RSA 433:21; provided that no such use shall be allowed on a lot less than five acres in size.”

“Keeping of cows, goats, sheep, horses etc.”

Permitted in:

Rural District

Providence, Rhode Island Chicken Ordinance

City population = 178,042 (2010 US Census)

Max chickens allowed: 6

Permit required: no

Coop restrictions: 1 hen per 800 s.f. of space

Chicken Ordinance- Providence

AMENDING OF CHAPTER 4 OF THE CODE OF ORDINANCES ENTITLED ANIMALS AND FOWL SECTION 1. The Code of Ordinances of the City of Providence is amended as follows:

Sec. 4-4. Keeping fowl. No owner or occupant of any dwelling house shall keep or permit to be kept, any live fowl, geese, ducks or pigeons in any dwelling house or in the cellar of any such house, nor shall any such fowl or pigeons be kept within the city limits.

Sec. 4-37.3. Maximum chicken hens allowed. The owner of any dwelling may keep or permit to be kept on the lot containing the dwelling, one (1) hen per eight hundred (800) square feet of total lot area, with a maximum of six (6) on any lot, provided that: (a) no person shall keep any rooster; (b) all chicken hens must be provided with both a hen house (coop) and a fenced outdoor enclosure, subject to the following provisions: (i) the hen house must be covered, predator resistant, and well-ventilated; (ii) the hen house must provide a minimum of two (2) square feet per chicken; (iii) the hen house must be kept clean, dry, and sanitary at all times; manure must be composted in enclosed bins; (iv) the hen house must be located upon a permeable surface that prevents waste run-off; (v) the hen house must be located at least twenty (20) feet from any dwelling; (vi) the fenced outdoor enclosure must adequately contain the chicken hens; (vii) the fenced outdoor enclosure must be kept clean and sanitary at all times; manure must be composted in enclosed bins; (viii) the hen house must provide the chicken hens with adequate protection from the elements and inclement weather and provide for the chicken hens good health and prevent any unnecessary or unjustified suffering; and (ix) the owner of the hen(s) must be a resident of said dwelling.

(c) no hen house (coop) shall be built onto any shared fence;

(d) no chicken hens may be kept or raised within the dwelling.

(e) all chicken hens must be fed subject to the requirements of section 12-118, and feed must be stored securely;

(f) no chicken hen may be slaughtered except subject to the requirements of section 10-104 et seq. and of the zoning ordinance;

(g) all chicken hens are subject to the nuisance provisions set forth in section 4-47, subsections (b) and (c); and

(h) all chicken hens must be confined between the hours of 9:00 PM and 8:00 AM.

As used herein, lot shall mean one or more parcels of land which are contiguous and are under the same ownership according to the tax assessor's records and which are zoned residential or are residential as a legal non-conforming use pursuant to the zoning ordinance.

TOWN of CARY

PL12-021

STAFF REPORT

Town Council, April 19, 2012

Backyard Chickens and Potential Regulations (PL12-021)

Consideration of information regarding potential changes to Town ordinances to allow the keeping of backyard chickens in residential areas in Cary

Speaker: Mr. Jeff Ulma

From: Jeffery G. Ulma, AICP, Planning Director, and Pat Bazemore, Police Chief

Prepared by: Jeffery G. Ulma, Planning Director; Tony Godwin, Police Services Bureau Commander; and Rob Wilson, Principal Planner

Approved by: Benjamin T. Shivar, Town Manager

Approved by: Michael J. Bajorek, Assistant Town Manager

Executive Summary: In response to a Council request, staff has investigated the regulatory and administrative aspects of allowing citizens of Cary to keep chickens on their residential lots. We offer a review of major considerations, and provide a recommended set of ordinance changes and use requirements should Council decide to proceed with legitimizing this activity. Staff also discusses resource implications associated with such a program. Staff recommends that Council discuss this issue and provide further guidance and direction about whether to proceed to the next step.

Background: The issue of allowing chickens on residential properties was reviewed by Town Council a couple of years ago. Currently, the keeping of chickens in Cary is regulated by the Land Development Ordinance's provisions related to "animal husbandry" as an accessory use (Section 5.3.4. (J)). This activity is limited to larger residential properties zoned R-40 and greater.

(J) Animal Husbandry

For the purpose of the section the following apply: Domestic livestock and fowl shall include but not be limited to: chickens, ducks, guinea fowl, turkeys, peacocks, cows, bull, horses, mules, ponies, goat, sheep or llama and the keeping of such animals shall not constitute a public health hazard, safety hazard or nuisance and animals which are typically kept as household pets shall not be considered domestic livestock or fowl. The keeping of certain domestic livestock and domestic fowl shall be allowed as an accessory use on properties intended for low-density residential development (Residential 40 and Residential 80) provided all the following conditions are met.

- (1) Such animals may not be kept for the express purpose of commercial sale;*
- (2) Cows, bulls, horses, mules, ponies, burros, llamas or other hoofed mammals are limited in quantity per acre in accordance with North Carolina Department of Agriculture guidelines; and*
- (3) Stables for the keeping of hoofed mammals may not be erected closer than three hundred (300) feet to any residence on an adjacent property.*

Additionally, the Town Code has provisions dealing with animals and nuisances related to the keeping of animals. Chickens are currently defined in Sec. 6-3 as domestic fowl, contained within the Domestic Animal definition.

Sec. 6-62(a) prohibits the sale of chickens and Sec. 6-62(b) prohibits chickens in any area of town except those areas zoned for agricultural purposes by the zoning. There are a number of other sections in the Town Code that refer to "animals" generically, which would apply to chickens as well as the more common usage for dogs and cats.

At the Council meeting of February 9, 2012, Council members Frantz and Adcock proposed the study of changes that would be needed to Town of Cary ordinances to allow the keeping of backyard hens on all single-family lots. The sponsors also provided a series of potential guidelines related to permissible locations, possible number of hens,

permitting procedures, limits on certain activities, and various standards that might be incorporated as part of such a program. The entire Town Council voted to direct appropriate staff to research and report back on the matter. The Town Manager advised that staff would return within 60 days.

Discussion: Staff members from the Planning, Police, and Legal departments have researched and discussed this topic, and have assessed ordinance changes that would be needed to allow residents to keep chickens on residential lots. Based on our review, we will present information related to the following:

- Background information,
- Ordinances from other communities,
- An assessment of the preliminary guidelines offered by Council sponsors,
- Areas where ordinance changes will be required to effectuate a program,
- A potential regulatory scheme for Council to consider,
- Administrative factors which should be taken into account, and
- Proposed steps and a preliminary schedule for proceeding.

Experience of Other Communities

With a growing interest in this topic, especially over the past few years, many communities across the U.S. have dealt with the policy issue of whether to allow them and how to regulate the keeping of chickens (usually referred to as “backyard chickens,” “urban chickens,” or “backyard hens”) in residential areas of their jurisdictions. During all debates on this topic, residents who are against allowing chickens often base opposition on odors, disease, noise, the attraction of predators, and not being in harmony with community character. They often express concerns in the form of nuisance aspects or impacts on adjoining properties that are normally addressed via zoning (property values, for instance). Those in favor of allowing chickens typically mention healthier and better-tasting eggs, environmental-friendliness, and that raising chickens is an enjoyable household activity. Suffice it to say, there is no lack of information about other communities’ regulations. Nor is there a “standard” ordinance that may be pulled from the shelf, since communities craft their regulations to best fit their own situations.

Urban communities that have legitimized this activity include places like Charlotte and Durham, NC; Madison, WI; Missoula, MT; Seattle, WA; and Providence, RI. Other cities have recently evaluated such requests and have decided not to allow them (New Rochelle, NY and Rapid City, SD), or have permitted them only in portions of the community (e.g., Nashville, TN).

Using a nearby example to illustrate the potential extent of such provisions, the Durham City Council adopted comprehensive regulations in 2009 that allow citizens throughout the City to keep no more than 10 female chickens (no roosters) in single family and townhouse developments for personal use, as long as a permit is obtained and certain standards are met. Residents are required to obtain a Limited Agriculture permit from the City-County Planning Department. The permit requirement enables administration and enforcement, and ensures that chicken owners are aware of the standards. The permit requirement includes notice to neighbors and administrative review by the Planning Director if any neighbor objects. The permit fee is the same as the fee for a home occupation permit (\$25). A building permit could also be required for a chicken coop as an accessory structure if any dimension of the coop is 12 feet or greater and the total square footage is 144 feet or greater. If a building permit is required, the applicant constructs the coop and locates it on the site and then contacts Inspections to request an inspection. The Inspections Department inspects the coop and issues a building permit, if appropriate. Note that this example is not offered to suggest that provisions for keeping chickens in Cary should be modeled exactly as the Durham situation.

In terms of resource materials about how to manage a home flock of hens, examples are available from university agriculture departments and agricultural extension offices. The North Carolina Agricultural Extension Service, part of NC State University’s College of Agriculture & Life Sciences Department, makes numerous articles and reports available, including “Keeping Garden Chickens” with 16 pages of information for interested readers.

Provisions and Procedures Within Backyard Chicken Ordinances

Review of many examples shows that the common features of most adopted ordinances address these items:

1. Districts or locations allowed
2. Number of birds
3. Roosters
4. Slaughtering
5. Enclosure requirements (coops)
6. Setbacks
7. Permitting procedures and fees
8. Enforcement

Within these common components, however, there are varying approaches that are used. For instance, some communities allow a couple of chickens without a permit, and then only require a permit for more birds beyond that limit. Or the city may specify the maximum number of birds for all properties or base the maximum number of hens allowed in relation to the characteristics of the property (setbacks, lot size). In some communities, the coop setback is measured from the property line whereas other ordinances measure this distance from the neighboring house. And many ordinances have extensive provisions dealing with the construction requirements of chicken coops and fenced pens (materials, space for each bird, windows and doors, etc.).

Other, less common, provisions deal with things such as gaining consent from neighbors or explicit management requirements for property owners (storage of feed or disposal of waste). Additionally, some ordinances are adopted for a trial period before becoming permanent, or have limits on the total number of permits that will be issued during the trial run.

From an administrative standpoint, backyard chicken ordinances are typically handled by planning, animal control, health, permitting, or other operational departments, and often require a combination of such agencies to manage the program.

Evaluation of Preliminary Guidelines and Recommended Standards

Council requested that staff consider a set of preliminary conditions that would govern the keeping of backyard hens in Cary. The following table presents these items. Within the table, staff offers comments or observations on these suggested guidelines, and also provides suggested provisions that Council may wish to discuss further or consider instead.

Feature	<i>Suggested Requirement</i>	Staff Position/Comments	Option/Alternative
Locations Allowed	<i>This amendment applies to single family detached homes only</i>	Agree. (Note: this may raise equity questions since there may need to be some consideration for allowing in other residential development if sufficient space exists)	Single-family residential zoning districts or single-family detached lots in R-80, R-40, R-20, R-12, R-8, TR
Roosters	<i>No Roosters</i>	Agree	No roosters
Slaughter	<i>No backyard slaughter</i>	Agree	No backyard slaughter
Nature of Activity	<i>Chickens may be kept for personal use only – no raising chickens for re-sale</i>	Agree. Residential lots within a municipality should not be used for raising of agricultural products	Kept for personal use only and chickens may not be sold
Number of Chickens	<i>A maximum of eight chickens allowed per property</i>	Disagree. Most ordinances do not allow that many chickens, or require a larger lot for that many. Further, on average, chickens can produce over 250 eggs per year. If the purpose of keeping them is to have a supply of fresh eggs for	Four

		a typical family, staff questions whether it is necessary to allow that many chickens. We believe that a lower number is reasonable.	
Permits and Fees	<i>Recommend an annual license fee of \$10.00 total (not per chicken)</i>	Disagree. To offset some of the cost of administering and enforcing backyard chickens, this permitting/license fee should be higher. \$10 per year does not begin to cover the staff time and resources involved in processing a permit, much less overseeing a new program, especially if Council expects inspections to occur to ensure compliance with any ordinance standards.	\$50 per residence, annually
Lot Requirements	<i>No free-range. Chickens are to remain in the chicken coup, run or fenced in yard when unsupervised. May be allowed in front yard with supervision</i>	Agree that chickens should be kept in enclosed areas within back yards. Disagree with allowing chickens in front yards. Staff does not see the necessity, believes that the initial approach should not provide this option, and feel that it will complicate administration and enforcement.	Per zoning districts listed above; no other lot size requirements
Effective Date	<i>Delay the implementation of the proposed ordinance amendment for three months to allow Homeowner's Association the opportunity to address this issue if they so desire</i>	No strong opinion. (See discussion within report)	Upon adoption
Coop & Pen Construction	<i>Chicken Coup (sic): Chickens must be provided a covered, predator resistant housing structure that is designed in such a way that allows for ventilation, ease of cleaning and provides a minimum of two square feet per chicken. The coup (sic) should be held to standards similar to what we require for storage sheds and give the appearance of professional design and construction</i>	Agree that minimal, basic construction standards should be considered for coops. Aesthetic standards are difficult to establish and enforce. (Note: other than setbacks, there are no standards for the appearance of storage sheds).	Language TBD
Setbacks	<i>Apply appropriate setback requirements. Understanding that every lot is different, we are</i>	Agree. (Note: depending upon differing lot sizes, established setback requirements, and the location of structures on lots, staff	Coops shall be set back the same distance from rear and side yards as the principal structure on the lot. This

	<i>looking for staff guidance on how to best protect neighbors by ensuring that the chicken coop is located closer to the chicken owner's home than their neighbor's</i>	cannot guarantee that a coop would necessarily be located closer to an owner's house versus a neighbor's)	<p>will vary by zoning district.</p> <p>This distance is measured from the chicken coop owner's property boundaries and not from adjoining buildings (which can be problematic to measure and which does not account for future additions or new buildings on the adjacent lot).</p> <p>This approach places the burden on the coop owner, makes administration and enforcement "self contained," and is not dependent on what occurs or may occur in the future on nearby properties.</p>
Waste management	<i>Allows for folks to compost hen's fecal matter – current ordinance prohibits composting fecal matter of "household pets". Clarify chicken/hens NOT a household pet if necessary.</i>	Agree	Language TBD
Other Considerations			
Trial Period		No	An ordinance can always be assessed and changed in the future if outcomes are not as expected or desired.
Approval or Permission from Neighbors		No	<p>If reasonable standards can be developed and enacted, this should not be incorporated into the ordinance.</p> <p>Such a requirement puts this unique step into only one specific land use, and would set up a situation where land uses are regulated based on subjective and changing situations (e.g., neighbor conflicts or occupants move).</p>

Cary Ordinance Changes

The Cary Town Code includes provisions dealing with general laws, while the Land Development Ordinance (LDO) regulates all land uses and related development activities (technically, the LDO is known as "Appendix A" of the Town Code). A series of ordinance changes will be needed to address this issue should Council decide to legitimize the keeping of backyard chickens.

A preliminary list of potential changes that staff has identified include the following:

Town Code Changes

Staff recommends that the Code be adjusted in a number of ways.

1. Amend definitions to better define livestock and domestic fowl. Chickens may need to be independently defined so as to not open the door for other types of domestic fowl (pigeons, ducks, turkeys, etc.).
2. Remove language in Sec. 6-62(b) that groups chickens together with "livestock" and prohibits the keeping of chickens in the Town.
3. Add language in Sec. 6-65 to include prohibiting chickens from running at large.
4. Alter language in Sec. 6-71 to address chicken related nuisances and better define what nuisance issues staff will be able to address through the Town Code.

LDO Changes

The LDO will need to be changed to establish the keeping of a limited number of backyard chickens. This could be handled by a set of amendments that add this use as an accessory use in certain residential districts. Such provisions would be placed in Section 5.3 of the LDO. We would also need to add appropriate definitions to Chapter 12.

Relationship to Private Restrictions or Covenants

One consideration raised by the sponsors of this idea was a three-month delay in the effective date of any ordinance revisions to allow homeowners associations to work on their own deed restrictions related to this subject. Staff assumes that the purpose of this delayed starting date is to allow associations to review and strengthen existing covenants to preclude the keeping of backyard chickens if they currently do not address this matter but the Town of Cary enacts a public law that will now permit this practice.

Staff does not believe that this will be a sufficient period of time for associations to conduct the necessary steps to make this occur, although adding this period of time to the amount of time it will take to amend the Town Code and LDO might be sufficient – if homeowners associations do not wait until any ordinance changes are adopted. This will require HOA's to begin their activities in parallel with the development of any ordinance provisions. In any case, staff sees no other issues with a delayed effective date of Town ordinance provisions should that be desired.

Future Steps and Schedule: If Council is still inclined to consider ordinance amendments to allow the keeping of backyard chickens, staff will need to move forward with preparation of the actual ordinance language and creation of required legal notices and advertisements to introduce them. Since changes to the Town Code do not require public hearings, but changes to the LDO will, we recommend that all code amendments be included in one set of amendments and follow the LDO text amendment process. Thus, if Council directs staff to proceed with the preparation of draft language, we believe that we could meet the general timeline of events presented below. More time may be needed for legal advertisements or if the approach changes during the public consideration process.

Review and Direction by Town Council	April 19
Town Council Public Hearing	May 24
Planning & Zoning Board Work Session (Optional)	May 29
Planning & Zoning Board Regular Meeting (Note: P&Z Board does not conduct public hearings on LDO text amendments, but Council could direct such a hearing)	June 18
Town Council Action	June 28 or July 26

Summary: Staff strongly recommends that any program to allow the keeping of backyard chickens in Cary take a minimalist approach, at least initially. The overall set of regulations should be simple, yet effective, and allow adequate safeguards for adjoining properties considering the nature of the land use being regulated. Any rules should be purposefully designed to be easy to administer. For example, measuring setbacks of coops from the chicken owner's property line and not from adjacent structures is a much-preferred standard since this can be done

without needing to gain access to a neighbor's property. Further, any ordinance should not include requirements that are unenforceable, set unreasonable expectations, and/or lead to numerous complaints that will consume considerable time to resolve. For instance, inclusion of rules about levels of odor or noise of chickens, or extremely detailed requirements that allow for constant questions about compliance should be avoided to the maximum degree.

Fiscal Impact: Staff from both Police and Planning believe that implementation of this program will definitely generate increased demands on both departments. We will need to respond to inquiries, administer the submission and review of applications for permits, track and monitor permits, conduct field inspections, and investigate complaints. These departments do not currently have excess capacity to take on these additional responsibilities.

Depending upon the nature and extent of permitting and inspections provisions in any future regulations, the exact resource implications can vary widely. Coupled with no way to predict the actual extent of citizen interest in keeping backyard chickens, we cannot accurately identify exact resource needs at this time.

However, considering the increased demands on enforcement and animal control staff in the Planning and Police departments, this initiative will likely warrant additional staffing resources equivalent to some portion of a full-time position. (For reference, the Planning Department has had three zoning enforcement officers since the late 1990's; during that time, the town's corporate limits has grown from 41 square miles to 56 square miles (not including the extraterritorial jurisdiction that must also be administered), and the municipal population has increased from 83,000 to 141,000 residents.)

Staff Recommendation: Council is requested to discuss this issue in more detail and provide further guidance and direction on whether, and how, you wish to proceed in this matter.

Per your request, here are some of the variables to consider upon making a determination whether to allow the raising of chickens in an urban setting.

The UNH Cooperative Extension has some guidance for raising chickens that is worth reviewing for best management practices. The online link is:
<http://extension.unh.edu/Agric/AGDLEP/Poultry/chickens.htm>

Things to Consider

Restrictions on keeping chickens

1. Generally, in areas that allow them, you can keep chickens provided it is not causing a noise, odor or pest nuisance for neighbors.
2. In Manchester we have noise, and pest nuisance ordinances, though they should reflect chickens specifically if it is so desired. Police typically respond to noise complaints, and both the Health department and Building department currently respond to general sanitation complaints. The Zoning Office generally have purview over accessory structures for setback and use.

Safety and Welfare of Chickens

1. Housing: chickens must have somewhere safe and secure and weatherproof to roost at night, and that the hen house is light-proof. This will keep them quiet until they are let out. They should be shut in every night and let out again in the morning, or they will start making noise at dawn.
2. Proper construction of coops may require a building permit, compliant with appropriate setbacks and other Zoning, Building regulations.

Food and Water:

1. Poultry should have continuous access to cool, clean water and an appropriate diet that is both plentiful and nutritional. The tendency to feed chickens table scraps is not uncommon and hard to regulate yet these food items and may result in the attraction of unwanted pests (rats, mice, pigeons etc...).

2. Typically store bought chicken feed is high in protein and follows that when it gets wet and decays it can create strong nuisance odors. When excessive feed is allowed to accumulate, the potential for odors to become a nuisance also increases.
3. Much in the same way a compost pile is not prohibited, keeping a compost pile using proper techniques is important to reducing the likelihood of complaints and attracting unwanted pest species.

Health / Disease Control

1. Young children, the ill and the elderly are more prone to disease and so particular care should be taken to remove the risk of illness, which emphasizes the need to regularly clean the coop, feed, and waste disposal areas.
2. Salmonella is the primary concern associated with chicken and eggs. All chickens are likely to carry Salmonella (as do turtles, and many lizards such as Iguanas). In terms of exposure from pets, chickens are no more likely to carry it than parakeets, and pet reptiles are far more likely culprits. Good hand-washing practices are always important after handling animals.
3. Avian Flu has not been associated with home coops in the United States.
4. Birds typically require daily care (every day, morning and night), in order to help remain healthy and free from injury and disease.

Pest Control

1. Keep all food in dry rat-proof containers.
2. Regularly clean the coop so as to not accumulate fecal wastes or become an attractant to vermin. Regularly removing soiled bedding from the coop will help to prevent it from becoming an attractant to vermin.

Noise

1. Neighbors might not like to hear the sounds of a rooster crowing, and may complain. Where a noisy rooster may be acceptable in the countryside, it may not be viewed as acceptable in a urban setting.
2. Appropriate construction of the pen/coop is essential to keeping the chickens safe / quiet. A coop that fails to keep the birds safe and allows access to potential predators may create a potential late night disturbance.

Overall Items for Consideration:

Number and types of chicken/s (hens only?);

Set backs to: surface water, property lines / structures;

Use (Commercial / Selling / Slaughtering/pets);

Aggregate effects (if every house has 3-6 chickens in an area, is that fair to the one neighbor who has none?);

Sanitation: vermin attraction / cleaning frequency and odors;

Construction standards for the coop, building permits required? Enclosed / roaming birds?

Lot size: Minimum lot size per # of chickens allowed?

Enforcement: Permits required (e.g. dogs, cats – what is the definition of a pet?)

Waste Disposal: Approved containment and methods as well as frequency.

Belfast Me: City has a proposal of amendments to ordinances for the purpose of providing standards for the keeping of domesticated chickens. It is fairly detailed and can be found here :

<http://www.cityofbelfast.org/Chickens-Ordinance%20Amendment.shtm>

Some other unverified but sample Chicken ordinance provisions in other communities. <http://www.sailzora.com/Chicken%20Laws.htm>

- **Concord, NH:** (Title 1, Ch 13, Art 13-1) Unspecified number allowed. Cannot be a public nuisance or health hazard.
- **Bedford, NH:** Section 45 of the zoning ordinance states: keeping or raising of livestock and poultry on the premises of any lot or open space within a Cluster Development is prohibited. Only allowed in 'agricultural zones'.
- **Nashua NH:** Limited areas allowed via Zoning for Agricultural areas
- **Biddeford, ME:** (Part II Ch 10 Art 1) Chickens allowed in the city, no restrictions.
- **Sykesville (Md.)** was looking to amend one of its residential ordinances to allow residents to keep up to 12 hens as pets on property 10,000 square feet or greater. Hens would be allowed, but *roosters would be outlawed*. The county permits up to six chickens on property that's less than 3 acres. The town would also have to figure out a fine for chicken violators.
- **Boston, MA:** (Ch. 16, Sec 16.18A) Chickens allowed by permit, fee \$20. Additional \$10 fee for over 50 chickens.
- **Cape Elizabeth, ME:** pet chickens allowed! (Not for profit only)
- **Westbrook, ME:** in the process of changing their law to allow chickens in the city (as of 5/17 the board's unanimous recommendation would limit residents to six birds on plots of land 10,000 sf or more.)

- New Haven, CT: Unspecified number allowed. Cannot be a public nuisance or roam at large.
- New York City. Must have permit for chickens. Must be kept clean. No other poultry allowed, no roosters.
- Montpelier, VT: (Ch 8 Art 1 sec 5-6) Chickens must be kept in enclosure.
- Catawissa, PA. Chickens must be confined, no closer than 10 feet from neighboring properties, kept clean with no odors emanating across property lines.
- Syracuse, NY. No roosters.
- Anaheim, CA: (Title 8, Ch 8) Annual permit fee for any number or hens.
- Mobile, AL. Unlimited chickens allowed. No breeding, no roosters.
- Buffalo, NY: ((Part II, Ch 78 Art1 Sec78-1) Unspecified number allowed, no permit, cannot be detrimental to public health.
- Hartford, CT: (Part II, Ch 6, Sec 4-6) Unspecified number allowed; must not be detrimental to public health.
- Baltimore, MD: (Title 17 Sub 3 Sec 17.300) Chickens allowed in the city.
- Rockville, MD: (Ch 3) Chickens allowed in the city.
- Wenham, MA. Chickens allowed, but the town may restrict your operation if it causes a public nuisance (noise) or public health issues.
- Burlington, VT. Up to 3 fowl per household.
- South Portland, ME: Requires hens to be penned and areas kept clean. Limits the number to six..

In addition to density, coop design, food storage, and nuisance issues are waste storage and disposal.

Notes per:

Stephen K. Crawford, DVM
New Hampshire State Veterinarian
25 Capitol Street
Concord, NH 03301
603-271-2404

These comments are offered by Steve Crawford, DVM NH State Veterinarian, for keeping poultry in areas that are not currently zoned for agriculture use.

RSA 21:34-a includes "the raising, breeding, or sale of poultry or game birds" as agriculture, so these are explicitly allowed in areas zoned for agriculture.

Food / waste storage

From our pet shop / shelter licensing regulations, we use these standards, http://www.gencourt.state.nh.us/rules/state_agencies/agr1700.html. For food storage: *Supplies of food and bedding shall be stored in facilities which adequately protect such supplies against infestation or contamination by vermin. Refrigeration shall be provided for supplies of perishable food.* For waste disposal we rely heavily on Department of Environmental Services rules:

(d) The following provisions for waste disposal shall be made:

(1) Any waste that would be considered infectious waste under Env-Sw 904.01 shall be stored, treated, transported and disposed of pursuant to Env-Sw 904;

(2) Provision shall be made for the removal and disposal of:

- a. Animal and food wastes;
- b. Bedding;
- c. Dead animals; and
- d. Debris; and

(3) Disposal facilities shall be constructed to provide and operate so as to minimize:

- a. Vermin infestation;
- b. Odors; and
- c. Disease hazards.

As a first line or an adjunct to your office's efforts, you can utilize the complaint statutorily-established process for manure management through this department. The Best Management Practices for manure management and the complaint resolution process (pg 40-46) are laid out here, <http://www.nh.gov/agric/divisions/markets/documents/bmp.pdf>.

Density / coop design

General guidelines from the UNH Cooperative Extension are here, http://extension.unh.edu/resources/files/Resource000471_Rep493.pdf. Obviously, necessary space is dependent upon how many birds are kept, and whether they are kept only in the coop or allowed to roam about the yard. A coop can be smaller if birds roam during the day and are only contained at night. As well, the footprint of a coop is not the only consideration for flocks of laying hens since these birds can use vertical space (e.g. a 6 foot high coop with

perches both high and low can hold as many birds as a coop with a lower roof but a larger footprint). Note that the Cooperative Extension guidelines do not account for vertical space, or for cages which can also reasonably house birds as long as densities and other considerations are managed appropriately.

Nuisance issues

Generally, noise from flocks of chickens is minimal - laying hens typically do not crow and chickens raised for meat are generally butchered at an age when they have not yet begun to crow. In non-agriculture zones, crowing roosters may be handled as a barking dog would? Noise from other poultry such a guinea fowl could be handled in a similar fashion.

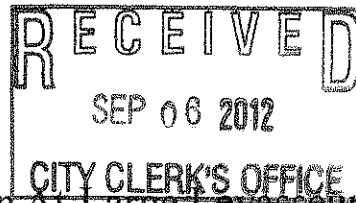
Poultry are good at insect control, so this is not frequently a problem unless food and waste management are not adequate.

Odors are also not typically a problem if waste is appropriately removed and disposed. You are likely familiar with RSA 147:13 **Offensive Matter**. – If a person shall place, leave, or cause to be placed or left, in or near a highway, street, alley, public place, or wharf or on a private disposal site or shall allow to be exposed unburied, any animal or other substance liable to become putrid or offensive, or injurious to the public health or deposits garbage or refuse on premises not designated for waste disposal in accordance with RSA 149-M or other provisions of law, such person shall be guilty of a violation, and the health officer shall remove or cause to have removed the same. Nothing in this section shall be construed as affecting authorized collections of garbage or refuse for public dumping facilities.

*Feed is protein based and stinks when wet
must be stored properly, also rodent proof*

Tabled 9/18/12
Sept 9, 2012

To City Clerk Normand:



After speaking with Alderman At-Large Levasseur he has agreed to assist me with the process of changing the ordinance involving Livestock within the city.

It has come to my attention that the proper way to achieve an ordinance change is through the committee process. I am seeking a change in Zoning Ordinance 8.08 A. I would like to have this reach the appropriate committee for their next meeting. If you could please forward this to the appropriate channels to allow for this process to begin it would be greatly appreciated.

I appreciate your time in this matter and if you have any further questions please do not hesitate to contact me by phone at (603)396-5786 or by E-mail at ts76nh@comcast.net.

Sincerely

A handwritten signature in cursive script that reads "Timothy Soucy".

Timothy Soucy



Housing and Space Guidelines for Livestock

As New Hampshire becomes more urban, the potential for conflict between the farming and non-farming communities increases. By using best management practices*, farmers can greatly reduce or eliminate problems of odor and fly control, pesticide drift, contamination of surface and ground waters, and damage to neighboring crops. With best management practices in place, farming activities are compatible with other land uses in urban environments.

Farming activities may involve full-time, part-time or backyard farmers. Existing commercial farms are protected by the Right to Farm Law. This allows for properly managed agricultural enterprises to continue operating in residential areas.

Housing

Most farm animals need some shelter in the winter time, but their natural coats allow them to endure much colder temperatures than people can tolerate. When animal housing is designed for human comfort, it can actually be too warm and unhealthy for animals. Buildings with plugged air cracks and windows covered with double plastic are often poorly ventilated. This situation can result in a buildup of moisture and animal odors, creating an unhealthy environment.

A simple, three-sided shelter with an open front will meet the needs of many farm animals and is often the building of choice to raise healthy livestock. When designing a three-sided animal shelter, make sure the open side faces the south away from prevailing wind. Locate the structure on an elevated, well-drained site and make it accessible for feeding and materials handling.

There are several factors to consider when planning adequate livestock shelter in cold weather:

- **Air quality:** An animal shelter should either be open, with provisions for natural ventilation, or enclosed, using fans and proper air inlets around the ceiling perimeter to provide ventilation. Tight buildings result in a buildup of respiration gases and animal odors, which can irritate the animals' lungs and cause pneumonia.
- **Drafts:** Animals can stand cold temperatures, but you should protect them from drafts. Constructing panels in front of an open building can reduce drafts. When animals are allowed to run loose in a pen, instead of being hitched, they will search for the most comfortable spots.
- **Dry bedding area:** Animals will be comfortable in the cold if they have clean, dry bedding. A thick, dry bed provides insulation from the cold ground and decreases the amount of energy the animal has to expend to keep warm. Shelter from the snow and rain allows an animal's coat to remain dry, to provide maximum insulating value.

- **Fresh water:** All animals need water to survive. Under cold conditions, provide fresh water often or use freeze-proof watering devices.
- **Adequate food:** Animals can endure severe cold temperatures if they eat enough food to maintain their energy reserves. Animals need food for growth and maintenance. They require additional amounts of good quality feed during cold weather to allow for the extra energy expended in keeping warm. Hay racks or feed bunks will properly dispense forages to reduce waste.

Space

Refer to the table on the next page for estimates on the space needs of various animals for exercise yards and pasture. You will not need a pasture as long as you provide adequate purchased feed, have an exercise yard and develop a sound plan for manure management.

If you do provide pasture, the number of animals it will support per acre depends on soil fertility and environmental considerations. *Rotational grazing* — the practice of sectioning off one section of a pasture with electric fencing and confining animals in that section, then repositioning the fence and moving animals to another section — prevents pastures from being overgrazed and will support more animals than one large unimproved pasture of equal size.

The following table lists the minimum space requirements, housing types and fencing needs of various farm species, along with the number of animals that will meet the food, fiber, recreation and other needs of an average family farmstead. Use it only as a rough guide.

*(Note to municipal planners: The minimum space and housing guidelines in the chart apply to both commercial farms and backyard operations. However, you should **not** apply the numbers of animals suggested in the “Family Needs” category to commercial farms when drafting ordinances regulating agriculture in your community.)*

*Refer to the “Manual of Best Management Practices (BMPs) for Agriculture in New Hampshire” for specific guidelines on proper animal waste handling and barnyard management. To request a copy, call the New Hampshire Bureau of Markets at (603) 271-3685.

Fact sheet and table developed by David C. Seavey, Extension Agricultural Resources Educator and John C. Porter, Extension Dairy Specialist. Updated 6/2009, by John C. Porter, Extension Professor and Dairy Specialist, Emeritus.

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Suggested Space and Housing Guidelines for Fully Mature Farm Animals

Animal Unit	Horse	Beef Cow	Dairy Cow	Dairy Goat	Pig	Sheep	Hen	Broiler	Turkey
Enclosed Housing Area/Animal	1 horse - Tie stalls 45 sq. ft., 5' x 9' - Box stall 12' x 8' or 10' by 10'	1 cow 75-100 sq. ft.	1 cow 75-100 sq. ft.	1 goat 20-25 sq. ft.	1 pig 48 sq. ft. with exercise yard; 100 sq. ft. without exercise yard	1 sheep 20-25 sq. ft.	1 hen 3-4 sq. ft.	1 broiler 3-4 sq. ft.	1 turkey 6 sq. ft.
Exercise Yard Area /Animal	200 sq. ft.	100-125 sq. ft.	100-125 sq. ft.	50 sq. ft.	200 sq. ft.	50 sq. ft.	10 sq. ft.	—	20 sq. ft.
Pasture Area /Animal	1-2 acres	1-2 acres	1-2 acres	0.2-0.3 acres	12-14 sows/ acre/ rotational pasture	0.2-0.3 acres	—	—	100 sq. ft.
Type of Housing and Boundary Setback	Enclosed ventilated barn or open barn 3-sided barn Setback 50 ft.	Open front 3-sided barn Setback 50 ft.	Open front 3-sided barn, free-stall or enclosed slanchion barn Setback 50 ft.	Enclosed barn with removable side panels or windows Setback 50 ft.	Enclosed barn, huts, shed, hutches or lean-to Setback 50 ft.	Open front 3-sided shed Setback 50 ft.	Enclosed barn Setback 50 ft.	Enclosed barn Setback 50 ft.	Enclosed barn Setback 50 ft.
Fencing	Electric Wooden rail Woven wire	Barbed wire Electric Woven wire	Barbed wire Electric Woven wire	Electric Woven wire	Electric Plank rail	Electric Woven wire	Chicken wire	—	Chicken wire
Family Needs	1 horse per family member	1/2 - 1 beef animal/year; raise 2 animals/yr to provide cont. supply	1-2 cows	2-3 goats	2 pigs per yr.	6 sheep	6 hens	24 broilers	12 turkeys

6/09

8.06 Tattoo Parlors (Rev. 7/20/04)

A. Location Restrictions. Tattoo parlors shall be subject to all regulations, requirements and restrictions for the zone in which the tattoo parlor is permitted and shall be subject to the following distance requirements:

1. No tattoo parlor shall be permitted within 800 feet of another tattoo parlor, and no other tattoo parlor shall be permitted within a building, premise, structure or any other facility that contains another tattoo parlor.
2. No tattoo parlor shall be permitted within 500 feet from the exterior wall of a residential structure existing in a Residential zoning district (designated "R-"); or
3. "Civic" zoning district boundary line (designated "C-").

B. Measure of Distance. The distancing requirements above shall be measured in a straight line, without regard to intervening structures, from the property line of any site above (unless otherwise specified) to the closest exterior wall of the tattoo parlor.

8.07 Forestry uses

Forestry uses may include growth and harvesting of forest products, tree nursery, tree farm, orchards, and similar uses, provided that only products grown on the premises are sold.

8.08 Agriculture and livestock

A minimum of one acre shall be required to maintain one animal defined as livestock. For each additional such animal, an additional one quarter acre shall be required.

8.09 Commercial kennel

The minimum lot size shall be 45,000 square feet, the kennel area shall be completely screened with a suitable wall or fence, and shall be subject to the provisions of Section 6.08 A and B.

8.10 Excavation of earth materials

A. Authority. These regulations governing the excavation of earth materials are adopted in accordance with the provisions of RSA 155-E, Local Regulation Excavations. Pursuant to RSA 155-E, the Planning Board is designated as "regulator" and is authorized to administer and grant conditional use permits in accordance with Article 12, Conditional Use Permits, of this Ordinance.

B. Purposes. These regulations are adopted for the following purposes:

1. To provide reasonable opportunities for the excavation of earth materials;